

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 2, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

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WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

1. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
2. [Approval of the Minutes of the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 21, 2015 and Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of January 19, 2016. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 727 E. 21st Street \(TSC 2015-23\). \(Engineering/Public Works\)](#)
4. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue \(TSC 2015-24\). \(Engineering/Public Works\)](#)
5. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of](#)

- the residence at 1237 Scott Drive (TSC 2015-25). (Engineering/Public Works)
6. Resolution of the City Council of the City of National City authorizing the installation of 25 feet of red curb “No Parking” north of and 20 feet of red curb “No Parking” south of the 335 Laurel Avenue Apartment complex driveway to enhance visibility and access onto Laurel Avenue (TSC No. 2015-22). (Engineering/Public Works)
 7. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Grant Assurances for the FY15 State Homeland Security Grant Program, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$51,329 from the FY15 State Homeland Security Grant Program for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)
 8. Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Action Target, Inc. for the purchase of a shooting range motorized targeting system including installation for the Police Department for an amount not to exceed \$103,262.24 and to waive the bid process as authorized by National City Municipal Code Section 2.60.220(c) - Previous supplier of compatible commodity and Section 2.60.260 - Cooperative Purchasing, and award the contract to Action Target, Inc. (Police)
 9. Warrant Register #23 for the period of 12/02/15 through 12/08/15 in the amount of \$1,691,534.68. (Finance)
 10. Warrant Register #24 for the period of 12/09/15 through 12/15/15 in the amount of \$1,661,993.67. (Finance)
 11. Warrant Register #25 for the period of 12/16/15 through 12/22/15 in the amount of \$951,583.88. (Finance)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

12. An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Case File 2015-07 A) (Applicant: City-Initiated) (Planning/City Attorney) *Companion Item #15*

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

13. [Resolution of the City Council of the City of National City, 1\) awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \\$1,894,498.10 for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2\) authorizing a 15% contingency in the amount of \\$284,174.72 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract; and 4\) authorizing the appropriation of \\$534,978.79 in the Transportation Development Impact Fee fund balance to corresponding expenditure account for Plaza Boulevard Widening. \(Engineering/Public Works\)](#)

NEW BUSINESS

14. [Temporary Use Permit - 4th Annual Mariachi Festival & Competition sponsored by the National City Chamber of Commerce at Pepper Park on March 13, 2016. Applicant is requesting a waiver of Fire Department fees. \(Neighborhood Services\)](#)
15. [An Amendment to Title 18 \(Zoning\) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. \(Case File 2015-07 A\) \(Applicant: City initiated\) \(Planning/City Attorney\) *Companion Item #12*](#)
16. [Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2017. \(Finance\)](#)
17. [City Council Summer Legislative Recess. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

18. [Update on Capital Projects and Grant Awards \(Engineering/Public Works\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development
Commission - Housing Authority of the City of National City - Tuesday -
February 16, 2016 - 6:00 p.m. - Council Chambers - National City,
California.

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

2-2-16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 21, 2015 and Regular Meeting of the City Council and Community Development Commissi

Item # _____

02/02/16

**APPROVAL OF THE MINUTES OF THE
ADJOURNED REGULAR MEETING OF THE CITY COUNCIL
AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY OF APRIL 21, 2015
AND REGULAR MEETING OF THE CITY COUNCIL AND
COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY OF
JANUARY 19, 2016**

(City Clerk)

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**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION
– HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

HOMELESSNESS WORKSHOP

April 21, 2015

The Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 4:33 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Tellez, Vergara, Williams, Ybarra.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

HOMELESSNESS WORKSHOP

1. Presentation and discussion of issues and impacts associated with Homelessness in National City.

Following opening comments by City Manager Leslie Deese, Neighborhood Services Director Armando Vergara made introductory remarks, outlined the format of the Workshop and began a PowerPoint presentation on the challenges of Homelessness.

Note: All presentation materials are attached as Exhibit 'A'

Individual presentations were made by Dolores Diaz, Executive Director of the Regional Task Force on Homeless, San Diego State University Professor Christine Mahor and student from the Sage Project. City Staff presenters were Frank Parra, Emergency Services Director, Jose Tellez, Police Department, Jennifer Knight, City Attorney's Office, Alfredo Ybarra, Housing and Grants, Steve Manganiello, Public Works, City and Joe Olson, Neighborhood Services Department.

HOMELESSNESS WORKSHOP (cont.)

Presentation and discussion of issues and impacts associated with Homelessness in National City included: Regional Breakdown of San Diego County Homelessness, Estimate of National City Homeless Population by year, Impacts to Fire, Medical and Police Services, Legal impacts and constraints, Traditional Housing, CDBG and Home Funded Activities, Encampments and Clean-Ups, Current Projects and Culvert Detail and the Sweetwater Riverbed at Plaza Bonita.

San Diego State University SAGE Project participants presented their research and findings on homelessness and various strategies for addressing the issue.

RECOMMENDATIONS

Staff recommended: The City continue research into Pilot Programs with Alpha Project; continue working with Housing & Grants Department to research programs and available funding; Establish a Fiscal Year 2016 budget for Homeless Outreach services and to Enhance and continue involvement with mainstream agencies and organizations involved with homelessness.

PUBLIC COMMENTS

Ed Paniagua, National City, said he deals with problems of homelessness in his job and sees the problems it creates in National City. He believes something needs to be done.

Melanie Cole, San Diego, apologized for interfering with City personnel while attempting to help a homeless family member.

Eddie Perez, San Diego, said he believes in the "tough love" approach and that the County is not doing their part in dealing with homeless problems.

CITY COUNCIL DIRECTION – COMMENTS

Councilmember Mendivil thanked staff, San Diego State SAGE Project students and the residents. He said he believes we can address the problems of homelessness but that it needs to be a collaborative approach with San Diego, Chula Vista, the County, Port District and all churches in the City. If we pool resources and knowledge, the problem is doable. Member Mendivil also recommended a visit to the Dream Center facility in Los Angeles.

CITY COUNCIL DIRECTION – COMMENTS (cont.)

Councilmember Rios thanked staff for all their hard work compiling the information. She believes our homeless numbers have gone down because of the City's ongoing code enforcement efforts; that we need to look at housing as an option and approach the problem as a regional issue.

Councilmember Sotelo-Solis expressed appreciation to staff for a fabulous presentation. She said going forward she believes that it is important to have some determination made of what the benchmark for success would be in dealing with homelessness; what goals are we pursuing and how are we doing in reaching those goals. Member Sotelo-Solis is very interested in the updated homeless census from the Regional Task Force on Homeless.

Vice Mayor Cano also thanked staff for the presentation. One of the things he would like to see is the flow chart that was presented to include a clear indication of who or what agency is responsible for each item on the chart so we can focus our efforts and money to help the most people.

Mayor Morrison said there are so many different kinds of homelessness; it is difficult to know how to best deal with them in a meaningful way with limited resources or to know which government agency is responsible. There is a delicate balance between being human and, at the same time, being sure we are protecting our community. The costs of homelessness are many and varied and there are no easy answers.

ADJOURNMENT

The meeting was adjourned to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, April 21, 2015 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 6:17 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 2, 2016.

Mayor

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

January 19, 2016

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Hernandez, Manganiello, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.
Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Charles Reilly, San Diego, appeared on behalf of Roxana Velasquez, Director of the San Diego Museum of Art, to extend a personal invitation on her behalf to National City's Civic leaders for a special tour of their current exhibition called The Art of Music. The lead piece of the exhibit is by National City native John Baldessari and the tour is scheduled for February 3rd at 5:00 p.m.

Sunshine Horton, El Cajon, offered some inspirational words of wisdom to the Mayor and Council.

Chandre and Ryan from National City Puppy introduced themselves and their business.

Marla Green, National City, appeared on behalf of some Miss National City alumni to propose that they be allowed to take on the responsibility of producing and directing the Miss National City pageant. The matter was referred to staff for a report. There was no vote.

AWARDS AND RECOGNITIONS

Mayor Morrison presented a Certificate of Appreciation to Isamar Hernandez-Hook, former manager of Plaza Bonita Shopping Center, for her service and commitment to community involvement, cooperation and participation prior to her transfer to another Center.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2016 (102-10-11)

1. National City Tourism Marketing District (TMD) – 2015 Marketing Campaign. (Jacqueline Reynoso)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 2 (NCMC), Item Nos. 3 through 8 (Resolution No. 2016-1 through 2016-6), Item Nos. 9 through 11 (Warrant Registers). **Note:** Member Mendivil disclosed that Item No. 5 involves property close to his residence and for that reason he would recuse himself and abstain from voting on the item. Motion by Cano, seconded by Sotelo-Solis to approve Item No. 5. Carried by the following vote, to-wit: Ayes: Cano, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: Mendivil. Absent: None. Motion by Sotelo-Solis, seconded by Rios, to approve the remainder of the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2016 (506-2-31)

2. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

CONTRACT (C2016-1)

3. Resolution No. 2016-1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING WAIVING THE BID PROCESS BY UTILIZING NATIONAL JOINT POWERS ALLIANCE CONTRACT 032623-LFF, AS AUTHORIZED BY NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH ADVANCED EXERCISE EQUIPMENT FOR THE PURCHASE OF COMMERCIAL-GRADE FITNESS EQUIPMENT FOR THE POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$130,550.93. (Police)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2016-2)

4. Resolution No. 2016-2. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENROLLMENT, RECEIPT, AND DESTRUCTION AGREEMENT WITH FIBER BROKERS INTERNATIONAL, LLC, WHICH INCLUDES A MUTUAL INDEMNIFICATION PROVISION, TO PROPERLY DISPOSE AND RECYCLE EXPIRED POLICE BALLISTIC VESTS AT NO CHARGE TO THE CITY, AND AUTHORIZING THE CITY MANAGER TO APPROVE ALL FUTURE SHIPMENTS OF EXPIRED POLICE BALLISTIC VESTS WITH FIBER BROKERS INTERNATIONAL, LLC, UNDER THE SAME TERMS AND CONDITIONS OF THE ENROLLMENT, RECEIPT, AND DESTRUCTION AGREEMENT. (Police)

ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2016 (801-2-37)

5. Resolution No. 2016-3. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF STOP CONTROL AND YIELD CONTROL SIGNS AND PAVEMENT MARKINGS AT EIGHT INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUND BY HIGHLAND AVENUE TO THE WEST, L AVENUE TO THE EAST, E. 18TH STREET TO THE NORTH, AND E. 24TH STREET TO THE SOUTH (TSC NO. 2015-21). (Engineering/Public Work)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

6. Resolution No. 2016-4. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2015 NISSAN ALTIMA SV FOR THE FIRE DEPARTMENT, AND (1) 2015 NISSAN ALTIMA SV, (1) 2016 NISSAN FRONTIER SV, AND (1) 2016 NISSAN CARGO VAN, FOR THE POLICE DEPARTMENT FROM MOSSY NISSAN OF NATIONAL CITY, IN THE AMOUNT OF \$104,827.10. (Finance)

ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

7. Resolution No. 2016-5. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (2) 2016 TOYOTA TACOMA SR5 TRUCKS WITH ACCESS CABS, FOR THE FIRE DEPARTMENT FROM TOYOTA SAN DIEGO OF SAN DIEGO, IN THE AMOUNT OF \$58,188.62. (Finance)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LABOR RELATIONS FFA MOU 2015-2018 (605-6-13)

8. Resolution No. 2016-6. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NATIONAL CITY FIREFIGHTERS' ASSOCIATION. (Human Resources)

ACTION: Adopted. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

9. Warrant Register #20 for the period of 11/11/15 through 11/17/15 in the amount of \$322,936.91. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

10. Warrant Register #21 for the period of 11/18/15 through 11/24/15 in the amount of \$3,328,697.44. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

11. Warrant Register #22 for the period of 11/25/15 through 12/01/15 in the amount of \$1,182,444.19. (Finance)

ACTION: Ratified. See above.

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2016 (506-2-31)

12. Ordinance No. 2016-2408. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 6.04 OF THE NATIONAL CITY MUNICIPAL CODE BY AMENDING SECTION 6.04.210 TO EXTEND THE FREE RESOURCE AND ENERGY BUSINESS EVALUATION (FREBE) PROGRAM. (Planning)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Ordinance. Carried by unanimous vote.

ORDINANCES FOR ADOPTION (cont.)

MUNICIPAL CODE 2016 (506-2-31)

13. Ordinance No. 2016-2409. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING SECTION 18.30.345 TO THE NATIONAL CITY MUNICIPAL CODE TO PROHIBIT CULTIVATION OF MARIJUANA. (Applicant City-Initiated) (Case File 2015-25 A) (Planning)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: Scott Shipman, San Diego, spoke in support.

Carol Green, Chula Vista, spoke in support.

Kathleen Lippitt, San Diego, spoke in support.

ACTION: Motion by Cano, seconded by Rios, to adopt the Ordinance. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

14. Resolution No. 2016-7. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY (BUYER) TO PIGGYBACK ON TO THE CITY OF COLTON PURCHASE LEASE AGREEMENT WITH THE HAAKER EQUIPMENT COMPANY AND AWARD THE PURCHASE OF ONE BROOM BEAR DUAL STREET SWEEPER VEHICLE FOR THE PUBLIC WORKS STREETS DIVISION IN THE AMOUNT OF \$282,338.34 TO HAAKER EQUIPMENT COMPANY (OFFICES IN LA VERNE, CA), CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution No. 2016-8. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY (BUYER) TO PIGGYBACK ON TO THE CITY OF SAN DIEGO BID # 10023129-13E WITH THE HAAKER EQUIPMENT COMPANY DBA TOTAL CLEAN AND AWARD THE PURCHASE OF ONE VACTOR 2110 PLUS COMBINATION SEWER CLEANER VEHICLE FOR THE PUBLIC WORKS WASTEWATER DIVISION IN THE AMOUNT OF \$405,513.00 TO HAAKER EQUIPMENT COMPANY (OFFICES IN LA VERNE, CA), CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING. (Engineering/Public Works)

NON CONSENT RESOLUTIONS (cont.)

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

15. Resolution No. 2016-8 (continued).

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2016 (203-1-32)

16. Temporary Use Permit – Sweetwater Kiwanis Club Community Carnival sponsored by Sweetwater Kiwanis Club in partnership with Westfield Plaza Bonita Mall and Christiansen Amusement at Westfield Plaza Bonita Mall from February 18, 2016 thru February 21, 2016 with a request for waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

TESTIMONY: Lori Peoples, representing Sweetwater Kiwanis Club, spoke in support and requested waiver of fees.

A representative from Christiansen Amusement responded to questions.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to approve staff recommendation. There was a consensus that, if available, approved armed security guards could substitute for police officers. Carried by unanimous vote.

CONDITIONAL USE PERMITS 2016 (403-31-1)

17. Notice of Decision – Planning Commission approval of a Conditional Use Permit for a wireless communications facility at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-24 CUP) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: Shelly Kilbourn, representing Verizon Wireless, responded to questions.

ACTION: Motion by Rios, seconded by Sotelo-Solis, to approve staff recommendation. Motion was withdrawn.

Motion by Mendivil, seconded by Cano, to set for Public Hearing on February 16, 2016. Carried by unanimous vote.

NEW BUSINESS (cont.)

FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

18. Investment transactions for the month ended November 30, 2015.
(Finance)

RECOMMENDATION: Accept and file the Investment Transaction Ledger for the month ended November 30, 2015.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

NO AGENDA ITEMS

STAFF REPORTS

CITY MANAGER / REPORTS ADMIN (1104-1-12)

NEIGHBORHOOD SERVICES DEPT ADMIN (1104-1-15)

19. Update on Code Compliance and Beautification Efforts 2016 Programs on Shopping Cart Retrieval, Business & Residential Property Appearance, Neighborhood Clean-ups, Signage Ordinance, Public Art and other Neighborhood Services. (City Manager's Office & Neighborhood Services) (Copy on file in the Office of the City Clerk)

ACTION: There was consensus to have staff review options and costs and make recommendations to improve the City's ability to better address some of the quality of life issues in the City. There was no vote.

LIBRARY DEPT ADMIN (1104-1-6)

20. Update on the Library Renovation Project. (Library)

HUMAN RESOURCES DEPT ADMIN (1104-1-2)

21. 2015/2016 Holiday Closure Debriefing. (Human Resources)

MAYOR AND CITY COUNCIL

Student Representative Reah Sahagun inquired about the possibility of a turn signal at 16th and Highland Avenue and the status of the roundabout on 'D' Avenue.

MAYOR AND CITY COUNCIL (cont.)

Member Mendivil reported that he went on a ride-along with Assistant Public Works Director Muthusamy to observe Public Works crews at work; assisted the CERT team filling sandbags and planned to help paint at Las Palmas School and assist in clean-up at Lincoln Acres.

Member Sotelo-Solis thanked staff for the presentations and reported on a presentation made by the U.S. Attorney at the SANDAG Public Safety Committee meeting regarding manufacture, distribution and use of methinfedimenes. Member Sotelo expressed interest in having the presentation made to the City Council.

Member Rios spoke about the popularity and congestion at the Seafood City commercial center and suggested looking at possible ways to address the problem; reminded everyone about the upcoming Health and Wellness Expo on January 21st and the Port District Workshop on January 20th.

Member Cano said he observed one of the DUI check-point exercises and was very impressed with the work done by the Police Officers; mentioned the Relay-for-Life fundraising event on January 31st at the American Legion Post and announced that the Church of Christ has extended an invitation to participate in a work project on January 23rd. Member Cano said he was very happy with the way the year has started. He observed Public Work crews out doing excellent work all over the City, graffiti and abandoned vehicles are down and he was very proud to see it. Member Cano thinks everyone is doing great, the City has a great team and in 2016 we are going to see a lot of beautiful projects completed.

Mayor Morrison said he has been hearing a lot of complaints about some new motorcycles creating loud noise and racing through the City. He reported that the Sweetwater Authority is funding two water conservation project gardens in the South Bay; one in Chula Vista at the Court House and one in Kimball Park.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in memory of Mr. John Grimstad the builder and owner of Pier 32 Marina in National City.

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council of the City of National City – Workshop – Port Design Charrettes on National City Marina District Balanced Land Use Study to be held Wednesday, January 20, 2016 at 5:30 p.m. at Martin Luther King, Jr. Community Center – 140 E. 12th Street, National City, California. Carried by unanimous vote.

Adjourned Regular Meeting of the City Council of the City of National City – Workshop – Port Design Charrettes on National City Marina District Balanced Land Use Study to be held on Thursday, January 28, 2016 at 5:30 p.m. at Martin Luther King, Jr. Community Center – 140 E. 12th Street, National City, California.

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, February 2, 2016 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 9:19 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 2, 2016.

Mayor

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting – Tuesday, January 19, 2016 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Stacey Stevenson, Claudia Silva, Frank Parra,
Mark Roberts, and Tim Davis
Employee Organization: Fire Fighters' Association

ADJOURNMENT

Next Regular Meeting of the City Council and Community Development Commission –
Housing Authority of the City of National City will be held Tuesday, January 19, 2016,
6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 727 E. 21st Street (TSC 2015-23). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 727 E. 21st Street (TSC 2015-23).

PREPARED BY: Kenneth Fernandez, P.E.

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 727 E. 21st Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 9, 2015, the Traffic Safety Committee unanimously approved the installation of a blue curb handicap parking space with signage in front of the residence at 727 E. 21st Street, as per TSC 2015-23.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on December 9, 2015 (TSC 2015-23)
3. Resolution

EXPLANATION

Mr. Jorge Talavera and his mother, Mrs. Gerania de Talavera Cisneros, property owners of 727 E. 21st Street, have requested a blue curb handicap parking space in front of their home. The family has been living at this address since the late 1970s. Both residents have medical issues and have valid Disabled Person Placards from the State of California Department of Motor Vehicles.

Engineering staff visited the site and observed that the property has a driveway and garage. With Mr. Talavera's permission and supervision, both the driveway and garage were measured. The private driveway measured at 18' (length) by 12' (width), while the one-car garage measured at 15.5' (length) by 10.5' (width). The minimum dimensions to provide accessible off-street parking are 20' (length) by 12' (width). Therefore, adequate space is not available for accessible parking in the garage or driveway. Currently, there are no public blue curb handicap parking spaces provided nearby.

The City Council Disabled Persons Parking Policy is used to evaluate requests for handicap parking spaces on public streets. The Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

On December 9, 2015, the Traffic Safety Committee unanimously approved the installation of a blue curb handicap parking space with signage in front of the residence at 727 E. 21st Street. Both Mr. and Ms. Talavera were present at the Traffic Safety Committee Meeting. Mr. Talavera communicated their support for the item. There was no public opposition to the item. Furthermore, it was communicated to Mr. and Ms. Talavera that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 continuous hours.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-23)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 9, 2015**

ITEM NO. 2015-23

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB
RESIDENTIAL HANDICAP PARKING SPACE WITH SIGNAGE
AT 727 E. 21ST STREET (BY J. TALAVERA)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Jorge Talavera and his mother, Mrs. Gerania de Talavera Cisneros, property owners of 727 E. 21st Street, have requested a blue curb handicap parking space in front of their home. The family has been living at this address since the late 1970s. Both residents have medical issues and have valid Disabled Person Placards from the State of California Department of Motor Vehicles.

Staff visited the site and observed that the property has a driveway and garage. With Mr. Talavera's permission and supervision, both the driveway and garage were measured. The private driveway, measured at 18' (length) by 12' (width), qualifies as one accessible parking space available on the property. On the other hand, the one-car garage measured at 15.5' (length) by 10.5' (width) and did not qualify. However, since both residents are disabled, it does not appear that an adequate number of accessible parking spaces are available on the property. Furthermore, the primary vehicle parked on-street is large and cannot be completely contained within the private driveway. Currently, there are no public blue curb handicap parking spaces provided nearby.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans". This condition is met.
2. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence. This condition is met.
3. The residence must not have useable off-street parking available or an off-street space available that maybe converted into disabled parking. Staff defers to the Traffic Safety Committee as to whether or not this condition is met.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in handicap spaces.

STAFF RECOMMENDATION:

Staff defers to the Traffic Safety Committee as to whether or not all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2015-23

September 17 2015

Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950-4301

To: Mr. Kenneth R. V. Fernandez, P.E.
Assistant Civil Engineer
Engineer Division

Dear Sir:

I'm writing to you this letter to see if possible to request a disable parking space in front of my house. My mother and I are both physically disable. [REDACTED]

[REDACTED] Which makes her very tired all the time and makes very difficult for her to walk long distances. She requires assistance with a wheel chair when she has to go out to see the doctor or the pharmacy, or the store. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] I have been a resident at this address since October 1979. I'm enclosing two copies of the disable person placard. One for my mother with the placard number: 676675G. My placard number is 084748F. I'm also enclosing a copy of the doctors form for the DMV for my mother disable placard. Officer Sakamoto badge 439 gave me your card. Nice man. My address is 727 E. 21 Street National City, CA. 91950. My telephone number is [REDACTED]

SINCERELY
Jorge E. Talavera

Jorge E. Talavera

DEPARTMENT OF MOTOR VEHICLES**PLACARD NUMBER: 084748F****DISABLED PERSON
PLACARD IDENTIFICATION
CARD/RECEIPT****EXPIRES: 06/30/2017****DATE ISSUED: 03/12/2015**

This identification card or facsimile copy is to be carried by the placard owner. Present it to any peace officer upon demand. Immediately notify DMV by mail of any change of address. When parking, hang the placard from the rear view mirror, remove it from the mirror when driving.

**When your placard is properly displayed,
you may park in or on:**

TYPE: N1 TV: 92 CO: 37
DOB: 11/11/1948

ISSUED TO

**TALAVERA JORGE ESCOBAR
727 E 21ST ST**

NATIONAL CITY CA 91950

- * Disabled person parking spaces (blue zones)
- * Street metered zones without paying.
- * Green zones without restrictions to time limits.
- * Streets where preferential parking privileges are given to residents and merchants.

You may not park in or on:

- * Red, Yellow, White or Tow Away Zones.
- * Crosshatch marked spaces next to disabled person parking spaces.

It is considered misuse to:

- * Display a placard unless the disabled owner is being transported.
- * Display a placard which has been cancelled or revoked.
- * Loan your placard to anyone, including family members.

Misuse is a misdemeanor (section 4461VC) and can result in cancellation or revocation of the placard, loss of parking privileges, and/or fines.

**Purchase of fuel
(Business & Professions Code 13660):**

- * State law requires service stations to refuel a disabled person's vehicle at self-service rates, except self-service facilities with only one cashier.

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER: 676675G PIC: 1 TV: 91

DATE ISSUED: 09/17/15

MO/YR: WW

DETAVERACISNEROS GERANIA
727 E 21 ST

DT FEES RECVD: 09/17/15

NATIONAL CITY
CA

91950

CO: 37

AMT DUE : NONE
AMT RECVD - CASH :
 - CHCK :
 - CRDT :

E10 677 38 0000000 0002 CS E10 091715 N1 676675G

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#: 676675G
EXPIRES: 06/30/2017
DOB: 10/17/1934
ISSUED: 09/17/15
TYPE: N1

PLACARD HOLDER: DETAVERACISNEROS GERANIA
727 E 21 ST

NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

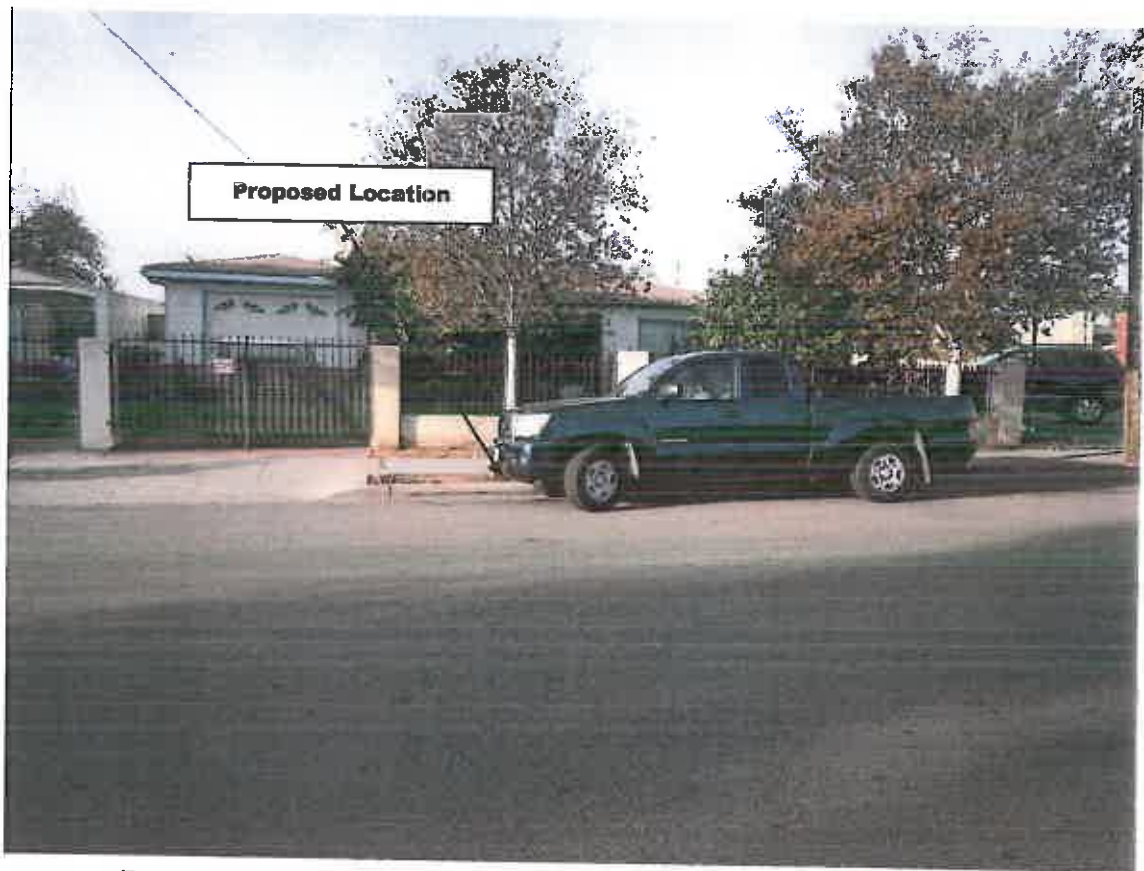
WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR

Location Map with Recommended Enhancements (TSC Item: 2015-23)





**Location of Proposed Blue Curb and Signage at 727 E. 21st Street
(looking north)**



**Location of Proposed Blue Curb and Signage at 727 E. 21st Street
(looking northwest)**

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP
PARKING SPACE WITH SIGNAGE IN FRONT OF
THE RESIDENCE AT 727 EAST 21ST STREET

WHEREAS, both property owners of 727 East 21st Street, possess valid Disabled Person Placards from the State of California Department of Motor Vehicles and have requested the installation of a blue curb handicap parking space in front of their home; and

WHEREAS, on December 9, 2015, the Traffic Safety Committee determined that all conditions have been met for the property to qualify for a blue curb handicap parking space and approved the installation of a blue curb handicap parking space with signage in front of the residence at 727 East 21st Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with signage in front of the residence at 727 East 21st Street.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue (TSC 2015-24). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue (TSC 2015-24).

PREPARED BY: Kenneth Fernandez, P.E. 

PHONE: 619-336-4388

EXPLANATION:

See attached.

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 2121 Wilson Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Ave, as per TSC 2015-24.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on December 9, 2015 (TSC 2015-24)
3. Resolution

EXPLANATION

Ms. Maria Teresa Sevilla, resident of 2121 Wilson Avenue, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the east side of Wilson Avenue between W. 21st Street and W. 22nd Street. Ms. Sevilla possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Engineering staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet. Staff also observed that the property is the only residential dwelling on both sides of the block. Other properties are businesses and an MTS Transit Station. Currently, there are no public on-street handicap parking spaces provided in the immediate vicinity.

The City Council Disabled Persons Parking Policy is used to evaluate requests for handicap parking spaces. The Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

On December 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue. Ms. Sevilla and her daughter were present at the Traffic Safety Committee Meeting. Ms. Sevilla's daughter communicated their support for the item. There was no public opposition to the item. Furthermore, it was communicated to Ms. Sevilla that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 continuous hours.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-24)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 9, 2015**

ITEM NO. 2015-24

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB
RESIDENTIAL HANDICAP PARKING SPACE WITH SIGNAGE
AT 2121 WILSON AVENUE (BY M.T. SEVILLA)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Ms. Maria Teresa Sevilla, resident of 2121 Wilson Avenue, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the east side of Wilson Avenue between W. 21st Street and W. 22nd Street. Ms. Sevilla possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet. Staff also observed that the property is the only dwelling on both sides of the block. Other properties were businesses or a MTS Transit Station.

Currently, there are no on-street handicap parking spaces provided in the immediate vicinity.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

As a result, per the City Council Disabled Persons Parking Policy, Ms. Sevilla's request is eligible for further consideration.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2015-24

8/20/15

To Public works office,

My name is Maria Teresa Sevilla. I reside at 2121 Wilson avenue National city California 92173. I am asking to get a handicap space painted in front of my house. I have businesses all around me and there is never any parking in front of my house. There is a car detailing business who parks the cars they are working on, on the street for days until they work on them and turn them in to the owners. While I understand that this handicap space will not be designated for me only I feel it will alleviate the problem a little bit and give me the opportunity to get a parking space near my home. I cannot walk far distances. There are times that I have to park a block or two away or get dropped off in front of my home. I am asking that you please consider painting one handicap space in front of my home to give me a better opportunity to get the chance to get a parking spot close to my home if not right in front of it. Thank you for your time,

Maria Teresa Sevilla

Parking placard- 2810500

2015 AUG 20 P 4:51

RECEIVED
ENGINEERING DEPT.



A Public Service Agency

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** D I S A B L E D P E R S O N P L A C A R D ***

PLACARD NUMBER: 281950D

PIC: 1

TV: 92

DATE ISSUED: 08/20/15

MO/YR: WV

SEVILLA MARIA TERESA
2121 WILSON AVE

DT FEES RECVD: 08/20/15

NATIONAL CITY

CA 91950

CO: 37

AMT DUE : NONE
AMT RECVD - CASH :
- CHCK :
- CRDT :



H00 613 11 0000000 0017 CS H00 082015 N1 281950D

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY PHONE OR MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#: 281950D
EXPIRES: 06/30/2017
DOB: 01/11/1949
ISSUED: 08/20/15
TYPE: N1

PLACARD HOLDER: SEVILLA MARIA TERESA
2121 WILSON AVE

NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER

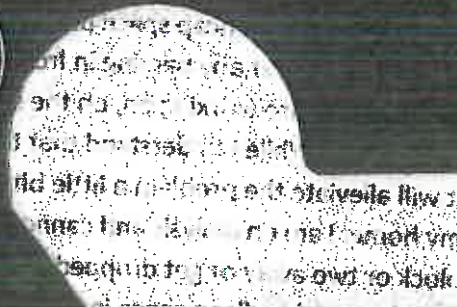
WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TOW AWAY ZONES *WHITE OR YELLOW ZONES
*SPACES MARKED BY CROSSHATCH LINES NEXT TO DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY A PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY A PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS.
MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES, AND/OR FINES.

REMOVE FROM MIRROR BEFORE DRIVING VEHICLE

CALIFORNIA



WARNING: The illegal use of a disabled parking placard could result in a maximum fine of \$4,200.

DISABLED PERSON



PARKING PLACARD

EXPIRES JUNE 30

2017

281950 D

PURCHASE OF FUEL (Business & Professions Code 13560)
State law requires service stations to refuel a disabled person's vehicle at self-service rates, except at service facilities with only one employee on duty.

Location Map with Recommended Enhancements (TSC Item: 2015-24)





**Location of Proposed Blue Curb and Signage at 2121 Wilson Avenue
(looking east)**



**Location of Proposed Blue Curb and Signage at 2121 Wilson Avenue
(looking southeast)**

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP
PARKING SPACE WITH SIGNAGE IN FRONT OF
THE RESIDENCE AT 2121 WILSON AVENUE

WHEREAS, the resident of 2121 Wilson Avenue possess a valid Disabled Person Placards from the State of California Department of Motor Vehicles and has requested the installation of a blue curb handicap parking space in front of the residence; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb handicap parking space; and

WHEREAS, on December 9, 2015, the Traffic Safety Committee unanimously approved staff's recommendation to install a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with signage in front of the residence at 2121 Wilson Avenue.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive (TSC 2015-25). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive (TSC 2015-25).

PREPARED BY: Kenneth Fernandez, P.E.



PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution to install a blue curb handicap parking space with signage in front of 1237 Scott Drive.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive, as per TSC 2015-25.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on December 9, 2015 (TSC 2015-25)
3. Resolution

EXPLANATION

Mr. Roman Sanchez, on behalf of his mother, Ms. Maria Lourdes Sanchez, resident of 1237 Scott Drive, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the north side of Scott Drive between the westerly cul-de-sac and the Delta Street intersection. Ms. Sanchez possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 70 feet.

Currently, there is one (1) existing on-street handicap parking space provided in the immediate vicinity of the area located at 1334 Scott Drive. Per the City Engineering Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 1237 Scott Drive) would not exceed 3% of the total number of available on-street parking spaces in the area, Ms. Sanchez's request is eligible for further consideration.

The City Council Disabled Persons Parking Policy is used to evaluate requests for handicap parking spaces. The Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

On December 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive. Ms. Sanchez was invited to attend the Traffic Safety Committee Meeting but could not attend due to lack of transportation. However, both individuals communicated their support for said item during the staff site visit and via telephone. There was no public opposition to said item. Furthermore, it was communicated to Mr. and Ms. Sanchez that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in on-street handicap spaces for up to 72 continuous hours.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-25)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 9, 2015**

ITEM NO. 2015-25

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB
RESIDENTIAL HANDICAP PARKING SPACE WITH SIGNAGE
AT 1237 SCOTT DRIVE (BY M.L. SANCHEZ)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Roman Sanchez, on behalf of his mother, Ms. Maria Lourdes Sanchez, resident of 1237 Scott Drive, has requested a blue curb handicap parking space in front of her residence due to physical limitations. The residence is located on the north side of Scott Drive between the westerly cul-de-sac and the Delta Street intersection. Ms. Sanchez possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 70 feet.

Currently, there is one (1) existing on-street handicap parking space provided in the immediate vicinity of the area: 1334 Scott Drive. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space in front of 1237 Scott Drive) would not exceed 3% of the total number of available on-street parking spaces in the area, Ms. Sanchez's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

As a result, per the City Council Disabled Persons Parking Policy, Ms. Sanchez's request is eligible for further consideration.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

RECEIVED
ENGINEERING DEPT.

NAME OF DISABLED PERSON: MARIA Lourdes Sanchez 2:10

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

ROMAN Sanchez

ADDRESS: 1237 SCOTT DR. NATIONAL CITY, CA 91950

EMAIL: ROMAN1SANCHEZ@Gmail.com

PHONE NUMBER: 619-721-6892

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? YES ☐ ☒ NO

If YES, is the garage large enough to park a vehicle (minimum of 20' x 12') YES ☐ NO ☐

- 3) Does your residence have a driveway? YES ☐ ☒ NO

If YES, a) Is the driveway large enough to park a vehicle? (minimum of 20' x 12') YES ☐ NO ☐

b) Is the driveway level? YES ☐ NO ☐

c) Is the driveway sloped/inclined? YES ☐ NO ☐

- 4) Please write any additional comments here (optional).

Parking is extremely difficult and
my mother's mobility is very limited.

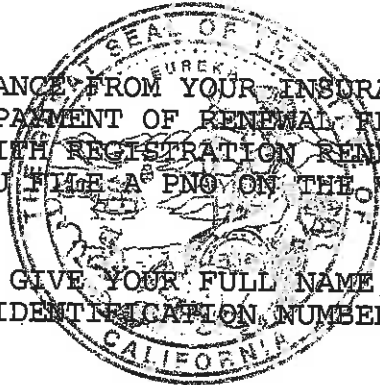


A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEAC OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.



***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



DEPARTMENT OF MOTOR VEHICLES

A Public Service Agency

REGISTRATION CARD VALID FROM: 03/08/2015 TO: 03/08/2016

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	*YR	TYPE VEH	TYPE LIC	
FORD	1994	1994	AW	2002	120	K0	DP156D1

BODY TYPE MODEL	MP	MO					VEHICLE ID NUMBER
UT	G	WX					1FMDU32X4RUB70090

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
AUTOMOBILE	10/29/15	37	10/29/15	9

PR EXP DATE: 03/08/2016

REGISTERED OWNER

SANCHEZ MARIANO
OR SANCHEZ MARIA
1237 SCOTT DR

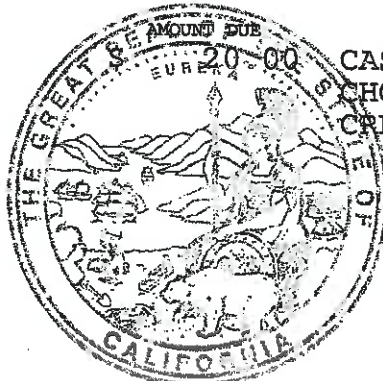
NATIONAL CITY
CA 91950

LIENHOLDER

AMOUNT PAID
\$ 20.00

AMOUNT RECVD

CASH :
CHCK :
CRDT : 20.00



H00 613 A7 0002000 0014 CS H00 102915 K0 DP156DP 00

Location Map with Recommended Enhancements (TSC Item: 2015-25)





**Location of Proposed Blue Curb and Signage at 1237 Scott Drive
(looking north)**



**Location of Proposed Blue Curb and Signage at 1237 Scott Drive
(looking northwest)**

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Tha:p

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF A BLUE CURB HANDICAP
PARKING SPACE WITH SIGNAGE IN FRONT OF
THE RESIDENCE AT 1237 SCOTT DRIVE

WHEREAS, the resident of 1237 Scott Drive, who possess valid Disabled Person Placards from the State of California Department of Motor Vehicles, has requested the installation of a blue curb handicap parking space in front of the residence which is located on the north side of Scott Drive between the westerly cul-de-sac and the Delta Street intersection; and

WHEREAS, after conducting an inspection and review, staff determined that all conditions have been met for the property to qualify for a blue curb handicap parking space; and

WHEREAS, on December 9, 2015, the Traffic Safety Committee unanimously approved staff's recommendation to install a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Engineer to approve the installation of a blue curb handicap parking space with signage in front of the residence at 1237 Scott Drive.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 25 feet of red curb “No Parking” north of and 20 feet of red curb “No Parking” south of the 335 Laurel Avenue Apartment complex driveway to enhance visibility and

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 25 feet of red curb "No Parking" north of and 20 feet of red curb "No Parking" south of the 335 Laurel Avenue Apartment complex driveway to enhance visibility and access onto Laurel Avenue (TSC No. 2015-22).

PREPARED BY: Kenneth Fernandez, P.E. 

PHONE: 619-336-4388

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution to install red curb "No Parking".

BOARD / COMMISSION RECOMMENDATION:

At their meeting on December 9, 2015, the Traffic Safety Committee unanimously approved the staff recommendation to install 25/20 feet of red curb "No Parking" north/south of 335 Laurel Avenue, respectively, as per TSC 2015-22.

ATTACHMENTS:

1. Explanation w/ Location Map
2. Staff Report to the Traffic Safety Committee on December 9, 2015 (TSC No. 2015-22)
3. Notice to affected residents/property owners
4. Resolution

EXPLANATION

Mr. Nonie Quiogue, property owner of the 16-unit Apartment Complex located at 335 Laurel Avenue, has requested red curb "No Parking" in front of his property when egressing his private off-street tenant parking lot onto Laurel Avenue. According to Mr. Quiogue, he and his tenants consistently encounter line-of-sight issues due to vehicles parked immediately adjacent to each side of the driveway. Mr. Quiogue is requesting red curb at said locations to improve visibility and enhance safety for vehicles exiting his parking lot onto Laurel Avenue.

Staff performed a site evaluation. The prima facie speed limit is 25 mph. The southern portion of Laurel Avenue is relatively flat, has a negligible grade, and has a moderate horizontal curve. Staff observed that westbound vehicles on E. 4th Street turning right onto Laurel Avenue often accelerate before completing their maneuver.

Staff used the sight distance criteria from the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets" manual to conduct a formal sight distance evaluation. The evaluation determined that line-of-sight for vehicular traffic was affected when one standard-size vehicle was parked on either side of the driveway apron. Therefore, staff recommends painting 25 feet of red curb north of the driveway and 20 feet of red curb south of the driveway. The proposed red curb "No Parking" would result in the loss of one parallel parking space on each side of the driveway apron to 335 Laurel Avenue.

If implemented, the general public will still have available on-street parking on the remainder of Laurel Avenue and on both sides of E. 4th Street. Staff sent letters to area residents and property owners inviting them to contact staff and/or attend the December 9, 2015, Traffic Safety Committee Meeting. No members of the public were present at the meeting.

After considering staff's presentation, the Traffic Safety Committee voted unanimously to approve the staff recommendation to install 25 feet of red curb "No Parking" north of and 20 feet of red curb "No Parking" south of the 335 Laurel Avenue Apartment complex driveway to enhance visibility and access onto Laurel Avenue.

Staff sent letters to area residences and property owners inviting them to attend the City Council Meeting on February 2, 2016.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2015-22)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR DECEMBER 9, 2015**

ITEM NO. 2015-22

ITEM TITLE: REQUEST TO INSTALL 25 FEET OF RED CURB "NO PARKING" NORTH OF AND 20 FEET OF RED CURB "NO PARKING" SOUTH OF THE 335 LAUREL AVENUE APARTMENT COMPLEX DRIVEWAY TO ENHANCE VISIBILITY AND ACCESS ONTO LAUREL AVENUE (BY N. QUIOGUE)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Nonie Quiogue, property owner of the 16-unit Apartment Complex located at 335 Laurel Avenue, has requested red curb "No Parking" in front of his property when egressing his private off-street tenant parking lot onto Laurel Avenue. According to Mr. Quiogue, he and his tenants constantly encounter line-of-sight issues due to vehicles parked immediately to each side of the driveway. Mr. Quiogue is requesting painted red curb at said locations to improve visibility and enhance safety for vehicles exiting his parking lot onto Laurel Avenue.

Staff performed a site evaluation. The prima facie speed limit is 25 mph. The southern portion of Laurel Avenue is relatively flat, has a negligible grade, and has a moderate horizontal curve. Staff observed that westbound vehicles on E 4th Street turning right onto Laurel Avenue often accelerate before completing their maneuver.

The "A Policy on Geometric Design of Highways and Streets" manual from the American Association of State Highway and Transportation Officials (AASHTO) was used as a reference. Sight triangles for northbound and southbound traffic were prepared by Engineering Staff depicting insufficient visibility of oncoming vehicular traffic from both directions. Safety concerns arise when vehicles are parked at both sides of the apartment complex's only driveway. It was found that line-of-sight for vehicular traffic was affected when one standard-size vehicle was parked on either side of the driveway apron. Staff recommends painting 25 feet of red curb north of the driveway. Similarly, Staff recommends painting 20 feet of red curb south of the driveway. These "No Parking" sections are intended to enhance safety and as act as a preventive measure. However, this adjustment of the street layout would result in the loss of approximately two standard-size on-street parallel public parking spaces (one (1) north of and one (1) south of) adjacent to 335 Laurel Avenue's driveway apron.

If implemented, the general public will still have available on-street parking on the remainder of Laurel Avenue and on both of E 4th Street. Staff sent letters to area residents and property owners inviting them to contact Staff and/or attend the Traffic Safety Committee Meeting.

STAFF RECOMMENDATION:

Staff recommends installation of a total of approximately 45 feet of red curb "No Parking" in front of 335 Laurel Avenue to enhance safety.

EXHIBITS:

1. Correspondence
2. Traffic Safety Committee Notification Letter
3. Location Map
4. Photos

2015-22

Mr. Nonie Quiogue

335 Laurel Avenue

National City, CA 91950

26 August 2015

Mr. Kenneth R. V. Fernandez P. E.

Engineering & Public Works Department

1243 National City Boulevard

National City, CA 91950-4301

Dear Mr. Fernandez:

It was a pleasure talking to you [REDACTED] about the "red curb marking". The issue my tenants and I have is when we are getting out of the parking lot (left or right), there is a blind spot (on both sides) if a car is parked on the curb. I have already requested and it was approved for a 3 feet marking. It was painted red and we do appreciate the timeliness of our request. We have come to realize that a 3 feet is too short and I am requesting it to be 10 feet more or one whole car length, in order for the blind spot to be gone. I am kindly requesting that the curb be painted red to prevent any accidents from occurring. Thank you for your consideration.

Respectfully,


Nonie Quiogue

[REDACTED]



December 3, 2015

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-22

REQUEST TO INSTALL A TOTAL OF 40 FEET OF RED CURB "NO PARKING"
ON BOTH SIDES OF THE DRIVEWAY IN FRONT OF 335 LAUREL AVENUE
TO ENHANCE VISIBILITY ONTO LAUREL AVENUE

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, December 9, 2015, at 2:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

We have notified you about this item to obtain your feedback on the request to install a total of approximately 40 linear feet of red curb at the subject-referenced location (approximately 20 feet on each side), which would result in the loss of two (2) on-street public parking spaces.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-22.

Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-22

Location Map with Recommended Enhancements (TSC Item: 2015-22)





**Location of Proposed Red Curb on 335 Laurel Avenue
(looking north)**



**Location of Proposed Red Curb on 335 Laurel Avenue
(looking south)**



January 20, 2016

Resident(s)/Property Owner(s)
National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2015-22

REQUEST FOR INSTALLATION OF 25 FEET OF RED CURB "NO PARKING" NORTH OF AND 20 FEET OF RED CURB "NO PARKING" SOUTH OF THE 335 LAUREL AVENUE APARTMENT COMPLEX DRIVEWAY TO ENHANCE VISIBILITY AND ACCESS ONTO LAUREL AVENUE

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, December 9, 2015, (See attached location map).

This item will now be presented to the City Council of the City of National City on **Tuesday, February 2, 2016, at 6:00 P.M.** The meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2015-22.

Sincerely,

Stephen Manganiello
City Engineer

SM:kf

2015-22

Location Map with Recommended Enhancements (TSC Item: 2015-22)



RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE INSTALLATION OF 25 FEET OF RED CURB
“NO PARKING” NORTH OF, AND 20 FEET OF RED CURB “NO PARKING”
SOUTH OF THE 335 LAUREL AVENUE APARTMENT COMPLEX DRIVEWAY
TO ENHANCE VISIBILITY AND ACCESS ONTO LAUREL AVENUE

WHEREAS, the property owner of the 16-unit apartment complex located at 335 Laurel Avenue has requested red curb “No Parking” in front of his property to improve visibility and enhance safety for vehicles exiting the parking lot onto Laurel Avenue; and

WHEREAS, after a site evaluation, staff recommends the installation of 25 feet of red curb “No Parking” north of the driveway and 20 feet of red curb south of the driveway, resulting in the loss of one parallel parking space on each side of the driveway apron, at 335 Laurel Avenue; and

WHEREAS, at its meeting on December 9, 2015, the Traffic Safety Committee approved staff’s recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of 25 feet of red curb “No Parking” north of the driveway and 20 feet of red curb south of the driveway at 335 Laurel Avenue.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute the Grant Assurances for the FY15 State Homeland Security Grant Program, and authorizing the establishment of an appropriation and corresponding revenue budget in

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Grant Assurances for the FY15 State Homeland Security Grant Program, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$51,329 from the FY15 State Homeland Security Grant Program for a reimbursable grant purchase of equipment for the Police and Fire Departments. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

The FY15 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for Police and Fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. In order to receive grant funds, National City must authorize the submission of the Grant Assurances for the FY15 State Homeland Security Grant Program. National City's portion of the grant totaled \$51,329 for equipment. The equipment funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Departments must purchase and/or receive the items prior to the June 30, 2017 deadline. Staff recommends the utilization of \$51,329 of City funds for equipment for the Police and Fire Department, and to request reimbursement for such expenses from the San Diego County Office of Emergency Services.

FINANCIAL STATEMENT:

ACCOUNT NO. 282-411-946-355-0000 \$25,664.50
282-412-946-355-0000 \$25,664.50

APPROVED:  **Finance**

APPROVED: _____ **MIS**

No City match required.

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends authorizing the Mayor to execute the Grant Assurances and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$51,329.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

California Governor's Office of Emergency Services FY2015 Grant Assurances
FY15 SHSG Approved Allocation
Resolution



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;

- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of

subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard

area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent:_____

Printed Name of Authorized Agent:_____

Title:_____ Date:_____

FY 2015 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT ALLOCATION PROPOSALS							
JURISDICTION	FY2014 - ALLOCATION			FY2015 - APPROVED ALLOCATION			
CITIES	LE - 25% of FY14 Allocation	Non-LE	TOTAL	LE - 25% of FY15 Allocation	Non-LE	TOTAL	% Change from FY2014 to FY2015
CARLSBAD	16,744	66,762	83,506	16,150	65,706	81,856	-2%
CHULA VISTA	30,645	148,594	179,239	31,684	146,537	178,221	-1%
CORONADO	6,634	18,129	24,763	6,306	17,891	24,197	-2%
DEL MAR	-	7,374	7,374	-	7,325	7,325	-1%
EL CAJON	19,271	61,765	81,036	18,764	60,654	79,418	-2%
ENCINITAS	-	39,312	39,312	-	38,750	38,750	-1%
ESCONDIDO	23,852	87,467	111,319	24,301	85,808	110,109	-1%
ESCONDIDO RINCON DEL DIABLO	-	7,731	7,731	-	7,644	7,644	-1%
IMPERIAL BEACH	-	19,954	19,954	-	19,682	19,682	-1%
LA MESA	10,741	37,946	48,687	10,459	37,266	47,725	-2%
LEMON GROVE	-	19,535	19,535	-	19,373	19,373	-1%
NATIONAL CITY	12,637	38,290	50,927	12,612	37,822	50,434	-1%
NATIONAL CITY - LINCOLN ACRES	-	904	904	-	895	895	-1%
OCEANSIDE	31,593	100,967	132,560	31,684	99,188	130,872	-1%
POWAY	DECLINED FY14		-	-	31,905	31,905	N/A
SAN DIEGO	285,912	-	285,912	276,852	-	276,852	-3%
SAN MARCOS	-	55,555	55,555	-	54,829	54,829	-1%
SAN MARCOS FPD	-	8,118	8,118	-	8,027	8,027	-1%
SANTEE	-	36,285	36,285	-	35,616	35,616	-2%
SANTEE - CSA 115	-	2,592	2,592	-	2,562	2,562	-1%
SOLANA BEACH	-	12,343	12,343	-	12,189	12,189	-1%
VISTA	-	58,887	58,887	-	57,894	57,894	-2%
VISTA FPD	-	11,801	11,801	-	11,669	11,669	-1%
TOTAL CITIES	438,029	840,311	1,278,340	428,812	859,232	1,288,044	1%
<u>FIRE DISTRICTS/OTHER</u>							
2-1-1 SAN DIEGO	-	70,000	70,000	-	70,000	70,000	0%
ALPINE FPD	-	13,548	13,548	-	13,478	13,478	-1%
BORREGO SPRINGS FPD	-	7,068	7,068	-	7,068	7,068	0%
DEER SPRINGS FPD	-	11,789	11,789	-	11,696	11,696	-1%
JULIAN-CUYAMACA FPD	-	7,002	7,002	-	6,980	6,980	0%
NORTH COUNTY FPD	-	33,369	33,369	-	33,033	33,033	-1%
PORT OF SAN DIEGO	18,956	-	18,956	18,149	-	18,149	-4%
RANCHO SANTA FE FPD	-	22,610	22,610	-	22,592	22,592	0%
SAN MIGUEL FPD	-	73,798	73,798	-	72,939	72,939	-1%
VALLEY CENTER FPD	-	14,411	14,411	-	14,260	14,260	-1%
TOTAL FIRE DISTRICTS/OTHER	18,956	253,595	272,551	18,149	252,046	270,195	-1%
<u>COUNTY DEPTS</u>							
OES, HHSA-EMS	-	1,384,998	1,384,998	-	1,384,998	1,384,998	0%
SHERIFF	369,317	-	369,317	385,132	-	385,132	4%
TOTAL COUNTY DEPTS	369,317	1,384,998	1,754,315	385,132	1,384,998	1,770,130	1%
TOTAL ALLOCATIONS	826,302	2,478,904	3,305,206	832,093	2,496,276	3,328,369	1%

Notes:

***Personnel Cap:** Each jurisdiction's allocation has a personnel cap of 50%.

***San Diego Sheriff includes:** Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE THE GRANT ASSURANCES
FOR THE FY 2015 STATE HOMELAND SECURITY GRANT PROGRAM,
AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND
CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$51,329
FROM THE FISCAL YEAR 2015 STATE HOMELAND SECURITY GRANT
PROGRAM FOR A REIMBURSABLE GRANT PURCHASE OF
EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS

WHEREAS, the Fiscal Year 2015 State Homeland Security Grant Program
("Grant Program"), which is coordinated by the San Diego County Office of Emergency
Services, was designed to supplement the purchase of equipment, training, exercises, and
planning for police and fire personnel; and

WHEREAS, for National City to receive its share of the reimbursable grant funds
in the amount of \$51,329 for the purchase of equipment, the City Council must authorize the
submission of the Grant Assurances for the Fiscal Year 2015 State Homeland Security Grant
Program; and

WHEREAS, in order to be eligible for reimbursement, the Police and Fire
Departments must purchase and/or receive the equipment prior to the June 30, 2017 deadline
by utilizing City funds in the amount of \$51,329 for the purchase of the equipment for the Police
and Fire Departments, and request reimbursement for such expenses from the San Diego
County Office of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
National City hereby authorizes the Mayor to execute the Grant Assurances for the Fiscal Year
2015 State Homeland Security Grant Program for reimbursable grant funds in the amount of
\$51,329 to be divided equally between the Police and Fire Departments for the purchase of
equipment.

BE IT FURTHER RESOLVED that staff is directed to request reimbursement of
funds in the amount of \$51,329 from the Fiscal Year 2015 Homeland Security Grant Program
from the San Diego County Office of Emergency Services.

BE IT FURTHER RESOLVED that the City Council of the City of National City
hereby authorizes the establishment of an appropriation in the amount of \$51,329 from the
Fiscal Year 2015 State Homeland Security Grant Program and a corresponding revenue
budget.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Action Target, Inc. for the purchase of a shooting range motorized targeting system including installation for the Police Department for an amou

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Action Target, Inc. for the purchase of a shooting range motorized targeting system including installation for the Police Department for an amount not to exceed \$103,262.24 and to waive the bid process as authorized by National City Municipal Code Section 2.60.220(c) –Previous supplier of compatible commodity and Section 2.60.260- Cooperative Purchasing, and award the contract to Action Target, Inc.

PREPARED BY: Chris Cameon, Sergeant

DEPARTMENT: Police

PHONE: 619-336-4524

APPROVED BY: 

EXPLANATION:

See attached Explanation

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

SLESF, 208-411-916-518 (Public Safety Equipment)- \$67,185.96
General Fund Police Dept., 001-411-000-299 (Contract Services)- \$24,525.00
Police Department Grants Fund 290-411-634-\$11,551.28

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

Explanation Narrative
Action Target Inc. GSA Contract
Action Target Inc. Quote
Product Information

Explanation

The National City Police Department indoor firearms range is used by sworn police personnel for the firearms training and proficiency exercises to maintain firearms skills. The range, when the police station was built, was equipped with a tracking targeting system that over the past twenty years has frequently malfunctioned and requires costly maintenance to upkeep. In order to maintain firearms qualification requirements, the Police Department has to use alternate training sites to accommodate certain firearms training such as the range at Donovan State Prison and the Regional Firearms Training Range in Otay. By installing the new target retrieving system and soundproofing the police department will be capable to conduct more in-house training thereby reducing overtime costs, eliminating travel time to alternate sites and greatly improve the overall efficiency of our department firearms training program.

The current cost of the replacement targeting system equipment including ground freight shipping is \$86,236. We will receive a \$14,000 credit from Action Target upon return of the previously purchased equipment that was determined not to be adequate to meet our range needs. The final cost of the necessary equipment including applicable tax would total \$78,737.24.

Funds from the Police Department's FY JAG12 Grant not to exceed \$11,551.28 will be applied to the purchase as well \$67,185.96 from the Police Department's Supplemental Law Enforcement Fund (SLESF) to cover the equipment and shipping costs.

Installation costs for this equipment are quoted at \$22,500. Including applicable tax the total for installation costs from the Police Department's Contract Services Fund are not to exceed \$24,525.00. Staff acknowledges the funding sources are authorized for this use.

It is further requested that Council waive the formal bidding requirements as allowed in Section 12 of Purchasing Ordinance #1480, and in Municipal Code Chapter 2.60.220(c)-Previous supplier of compatible commodity and 2.60.260-Cooperative Purchasing, and award the contract to Action Target, Inc. for the following reasons:

1. There are limited providers of this type of product, quotes have been solicited from vendors and Action Target will maintain the existing footprint of the police range and install the targeting retrieving system in the existing shooting stalls. Action Target Inc. quote was considerably less because they did not require the City to change the existing footprint of the range thereby eliminating the need for demolition of the shooting stalls.

2. The Action Target Inc. system is an accepted product that is used by other law enforcement agencies including the Chula Vista Police Department. Action Target Inc. previously installed a customized Rubber Berm Trap system which captures all of the fired rounds during training. Action Target installed the Rubber Berm Trap system in the National City Police Department firearms range in 2009. Action Target Inc. installed a modular steel support structure for the berm at a customized angle eliminating the need to remove an existing steel structure/wall.
3. Because we have compared prices and options that would suit the city's particular needs of the police department's firearms range, no further purpose would be served by issuing a formal bid at this point in the process. Action Target Inc. is intimately familiar with the department's firearms range and award of this contract will increase the efficiency of the department's range operations.
4. The City qualifies for GSA pricing-Contract Number GS-07F-0482Y

Quote

SLESF / JAG 12:

Equipment	84,236.00	
Shipping	2,000.00	not taxable, if delivered by common or contract carrier
Credit	(14,000.00)	
Eqpmt Subtotal :	72,236.00	
Tax (9%)	6,501.24	
Eqpmt Total	78,737.24	

JAG 12	11,551.28
SLESF	67,185.96

General Fund:

Installation	22,500.00
Tax (9%)	2,025.00
Install. Total	24,525.00

Subtotals	94,736.00
Tax	8,526.24
TOTAL	103,262.24



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply **Schedule 084: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response.**

FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services.

CONTRACT NUMBER: GS-07F-0482Y

CONTRACT PERIOD: July 18, 2012 - July 17, 2017

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

**CONTRACTOR: Action Target Inc.
Product and Sales Contact:**

Angie Bettis
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-396-1206
E-Mail: abettis@actiontarget.com

CONTRACTOR'S ADMINISTRATION SOURCE:

Action Target Inc.
Angie Bettis
3411 Mountain Vista Pkwy
Provo, UT 84606-5563
Phone number: 801-396-1206
E-Mail:
abettis@actiontarget.com

BUSINESS SIZE: Small Business Concern

Socioeconomic Indicators: small business



CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION:

426-4G FIREARMS STORAGE, SECURING & CLEANING, UNLOADING STATIONS, BULLET RECOVERY, GUN RACKS
426-4J TARGET SYSTEMS/RANGE ACCESSORIES

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

SIN DESCRIPTION PRICE

426-4G AMP 114 \$1.29
426-4J IRA 436 \$.70

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

426-4G max order is \$200,000
426-4J max order is \$200,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Both domestic and overseas delivery (Worldwide)

5. POINT(S) OF PRODUCTION: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563



6. DISCOUNT FROM LIST PRICES: Basic discount of 3% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67

7. QUANTITY DISCOUNT(S): +1% for orders over \$900,000

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: 144 DARO

11b. EXPEDITED DELIVERY: Contact the Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: If available, contact the Contractor for rates.

Action Target, Inc. Contract Number GS-07F-0482Y

11d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination or a port in the lower 48 states (when shipping to AK, HI, PR or overseas).

13a. ORDERING ADDRESS: 3411 Mountain Vista Pkwy, Provo, UT 84606-5563

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: P.O. Box 636, Provo, UT 84603-0636

15. WARRANTY PROVISION: Standard 1 Year Commercial Warranty.



16. EXPORT PACKING CHARGES: *Not applicable*

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level may be inserted by contractor)

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT:

25. DUNS NUMBER: 361158918

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Registration valid until April 2016



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

National City Police Dept.

National City, CA 91950

Quotation: 89068 By: Chris Hart Printed: 2015-Sep-14

Included Items:

- 1 **(5 Lanes) Wireless All Wheel Drive 25-Yard Retriever System -** 75,500.00
 - 360 degree turning, lighted carrier (red, blue and white lights), also lights on drive unit
 - LCD local touch screen control
 - No drive cable or powered bus downrange, powered by batteries
 - Pre-programmed with 30 training scenarios
 - Fixed Master Control Screen with iPad remote
- 1 **728 sq-ft of 2" PEPP Acoustical treatment** 8,736.00
 - PEPP is durable, class A fire rated, NRC of .70
 - Covers side walls of ranges 35' in front of firing line
 - Covers entire range ready area behind firing line up to 8' high
- 1 **Action Target Installation** 22,500.00
 - Includes full installation crew
 - Travel expenses
 - Equipment rental
 - Training on operation and maintenance
 - Estimated week install
 - Includes Prevailing Wage Rates for San Diego County
- 1 **Credit for returned DTAPS Targets** -14,000.00
 - Targets must be in original shipment packaging in original condition
 - \$500 deduct for shipping back to Action Target.
- 1 **Ground Freight ~4,000 lbs.** 2,000.00
- 1 **EXCLUSIONS - NOT in Action Target Scope of Work:** 0.00
 - 1) Power wiring and conduits
 - 2) Off-loading of equipment upon delivery (fork lift may be required)
 - 3) Removal and disposal of existing target system

Total 94,736.00

Payment Terms:

25% Down Payment with Contract, 25% with approved final drawings, 40% 2 weeks Prior to ship date, 10% on completion of Action Target Install

Shipping Terms:

F.O.B. Provo

Installation Terms:

Facatory Installation

Terms and Conditions:

You must reference the Order Number above on your purchase order to secure best price. Price will be honored for 60 days from the quotation date if no other date is specified herein. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
ACTION TARGET, INC.**

THIS AGREEMENT is entered into this day of February 2nd, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ACTION TARGET, INC, a corporation (the "CONTRACTOR").

R E C I T A L S

WHEREAS, the CITY purchased from CONTRACTOR a certain target range system for the National City Police Department located at 1200 National City Boulevard, which was later determined not to be adequate to meet the Police Department's needs.

WHEREAS, the CITY desires to enter into an agreement with CONTRACTOR to install a target range system with 5 lanes of wireless all-wheel drive 25-yard retriever system and sound proofing for the Police indoor shooting range of the National City Police Department located at 1200 National City Boulevard.

WHEREAS, the CITY has determined that the CONTRACTOR who supplies and installs indoor firearm range equipment and field firearm range equipment, and is qualified by experience and ability to perform the services desired by the City, and the CONTRACTOR is willing to perform such services.

WHEREAS, this Agreement between the CITY and the CONTRACTOR supersedes any previous written or oral agreement, including any agreement for previously purchased target range system.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** CONTRACTOR shall be responsible for the services set forth in the attached Exhibit "A", which includes the factory installation of the 5 lanes of wireless all-wheel drive 25-yard retriever system shooting range and sound proofing. The installation shall be completed as soon as reasonably possible, but no later than December 15, 2016.

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 20% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.** Lieutenant Greg Seward hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Diana Rotolo is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on the rate listed in Exhibit "A". The total cost for all work described in Exhibit "A" shall not exceed \$103,262.24. The CONTRACTOR shall submit an invoice and the CITY will process the invoice for payment and remit within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY. A \$14,000 credit for return of previously purchased equipment is included in the total price of the work agreed upon in this Agreement and as indicated in Exhibit "A".

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

5. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on the date first listed above. The duration of this Agreement is through December 15, 2016.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONSULTANT or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

D. **REPAIR WARRANTY.** Regardless of any statutory or contractual obligation to the contrary, for a period of one (1) year from the date the CONTRACTOR's work is substantially completed ("Repair Warranty Period"), CONTRACTOR shall repair or replace (at CONTRACTOR's election), any Work that proves to be defective in materials and workmanship (normal wear and tear excepted), provided that: (i) CONTRACTOR has been fully paid under this Agreement, and (ii) CITY gives written notice to CONTRACTOR within the Repair Warranty Period of the CONTRACTOR's work that CITY believes to be defective.

CONTRACTOR shall have no obligation to repair or replace the work if the work was (collectively, "Exclusions"): (i) Improperly used by CITY or others (i.e., exceeded the operational and/or functional scope for which it was intended); (ii) Not properly maintained by CITY (regular maintenance items to be performed by CITY include, but are not limited to the following: light bulbs, circuit breakers, batteries, filters, oil, grease, any consumable items, etc.); (iii) Modified or altered by CITY or others; (iv) Exposed to environmental conditions that exceed the scope of the product's design; (v) Not operated in compliance with all applicable building, mechanical, plumbing, and electrical codes (vi) Damaged or rendered inoperative as a result of the acts or omissions of CITY or others, including, but not limited to: a) Failure to implement recommended protection and/or armoring measures; or b) Failure to comply with the manufacturer's printed instructions; c) Acts of nature, including, but not limited to, lightning, flood, fire, earthquake, etc.; d) Primary or secondary bullet strikes to or from non-impact surfaces (e.g., ceiling or wall baffles, moving target tracks, target trolleys, target stands, target holders, etc.); or e) Inadequate, incorrect, or unstable electricity supply. CONTRACTOR's Repair Warranty does not include any other warranties, and CITY hereby waives, release and disclaims any and all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose. This Warranty is not assignable or transferable by CITY, by operation of law, or otherwise. Any assignment or transfer of the Repair Warranty shall void the Repair Warranty.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of

such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** Notwithstanding anything in the Subcontract Documents to the contrary, CONTRACTOR's duty to indemnify, defend and hold harmless is limited to the negligent acts or omissions of CONTRACTOR and its lower-tiered subcontractors and suppliers, and no others. Any claim for damages that CITY may make, or any liability or indemnity obligation that CONTRACTOR may have with respect to or arising out of or related to CONTRACTOR Work, including property damage or bodily injury, shall be limited to the proceeds CITY or any third party receives, if any, from or under the insurance to be provided by CITY or by or for CONTRACTOR and nothing more. Under no event or circumstance shall the CITY seek damages in excess of the contract amount.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES**. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-

court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Administrative Lieutenant
 National City Police Department
 1200 National City Boulevard
 National City, CA 91950-4301

To CONTRACTOR:
 Diana Rotolo
 Action Target, Inc.
 P.O. Box 636
 Provo, UT 84603-0636

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**
OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or schedules or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement will control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, oral or written, between the CITY and CONTRACTOR, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

Claudia Silva
City Attorney

ACTION TARGET, INC.

(Signatures of two corporate officers required)

By: _____
(Name)

(Print)

(Title)

(Dated)

By: _____
(Name)

(Print)

(Title)

(Dated)

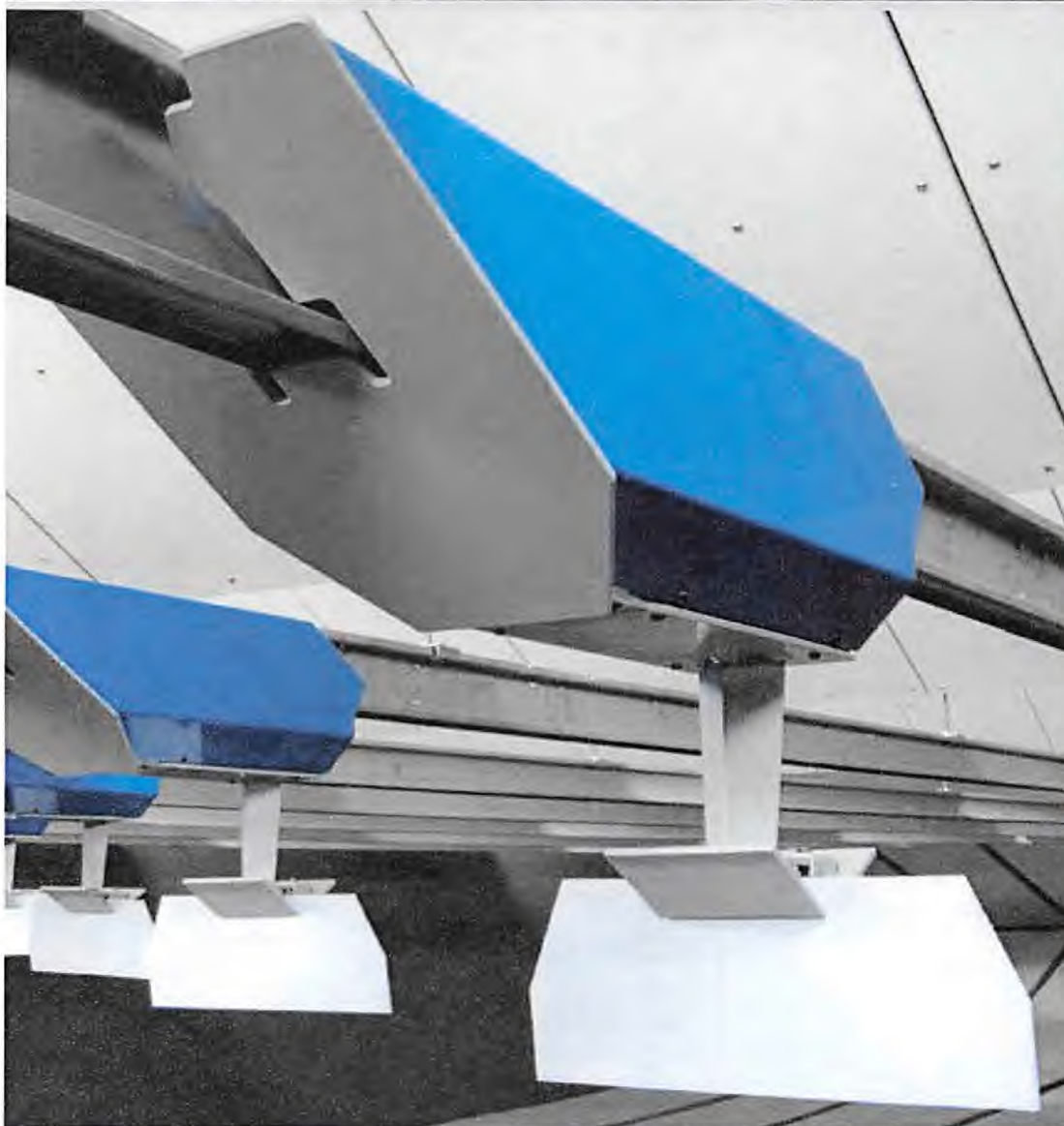
TARGET RETRIEVER

MODELS: RCW2000, DCW2000, LCA2100, MCA1100, MCA1900

FREEDOM AWD

The Freedom AWD is the most advanced target retrieval system available. With complete wireless control of a battery powered carrier, it provides ultimate training with adjustable target lighting and 360° Random Edging™ target presentation.

mancom
LIVE FIREARMS TRAINING SYSTEMS



The Freedom AWD (All Wheel Drive) carrier houses an industrial grade CPU wireless link, drive motors, and the main interface circuit board which controls the target carrier travel and target rotation. Lithium-ion batteries provide power for the on board systems with home position recharging and wireless movement. The design of the carrier provides complete protection for internal components and robust performance.

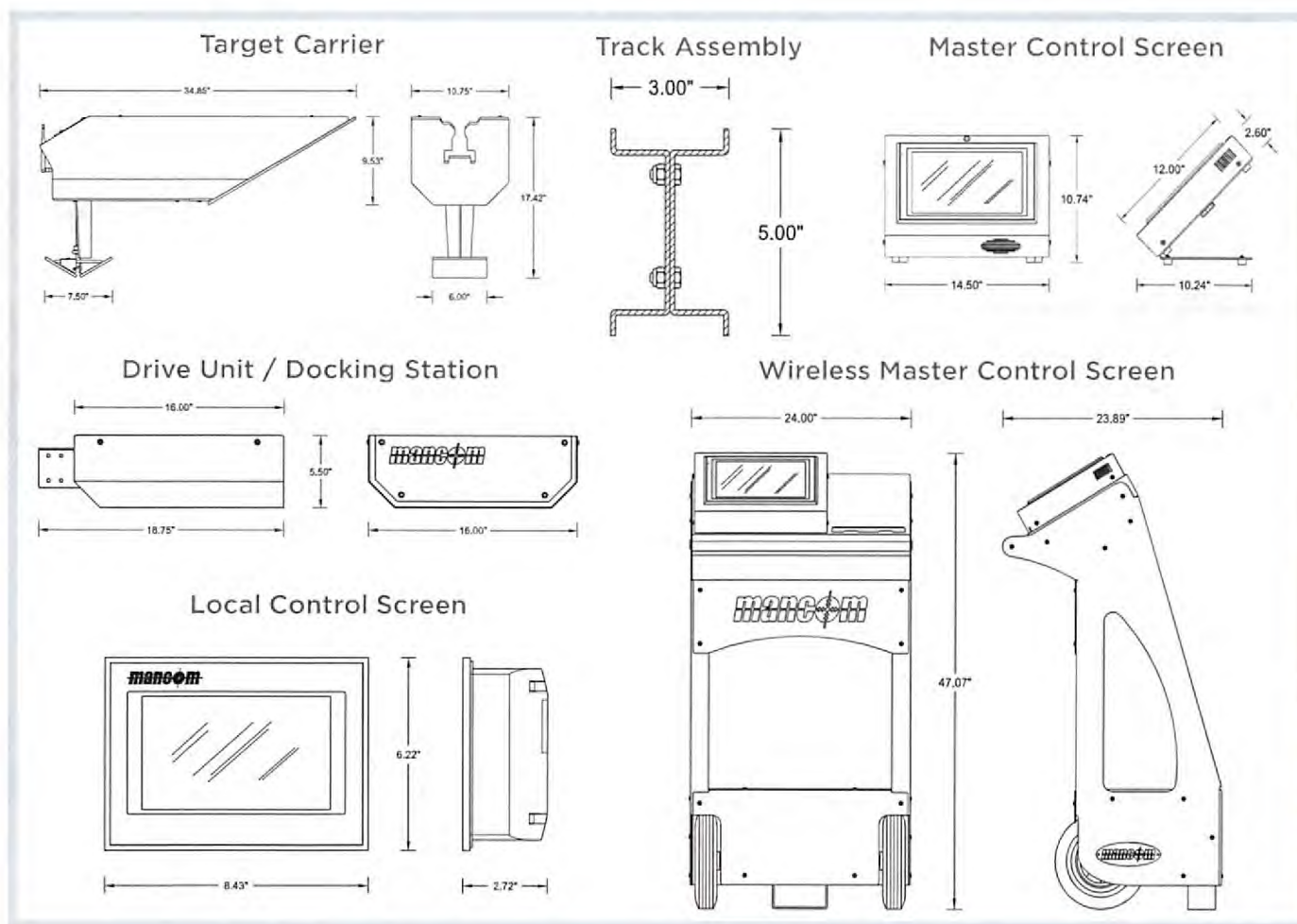


The Freedom AWD system features a durable target retrieval carrier equipped with 1/4" AR500 armor steel on the faceplate, downrigger, and clamp to prevent errant shots from damaging the internal components. Because the carrier is battery powered, it moves freely on the track without cables and communicates wirelessly with local and master control screens. The Freedom AWD system also allows for increased training realism with a 360° Random Edging™ target-turning mechanism that includes a teaser function and an optional thermal addition to heat the target for thermal vision training. Each carrier has individual target lighting with 100 levels of white light and three different strobe patterns of red, white, and blue.



The Freedom AWD master and local control screens are made from Siemens COTS (commercial off the shelf) touch screen components. Intuitive screens and customizable buttons allow the user to have complete control over all of the retriever's functions from distance and random edging to lighting and pre-programmed training scenarios.

The docking station houses the Smart Charger recharging station, sight lights, paging/staging communications, and other ancillary devices. The docking station is powered by 110/240 volts and features plug and play components for easy connectivity.



RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING WAIVING THE BID PROCESS AS AUTHORIZED
BY NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220(C)
(COMPATIBLE COMMODITY) AND SECTION 2.60.260
(COOPERATIVE PURCHASING), AND AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH
ACTION TARGET, INC., FOR THE COOPERATIVE PURCHASE
OF A SHOOTING RANGE MOTORIZED TARGETING SYSTEM
FOR THE POLICE DEPARTMENT FOR THE NOT TO EXCEED
AMOUNT OF \$103,262.24 UTILIZING GENERAL SERVICES
ADMINISTRATION (“GSA”) CONTRACT NO. GS-07F-0482Y

WHEREAS, the National City Police Department indoor firearms range is used by sworn police personnel for the firearms training and proficiency exercises to maintain firearms skills; and

WHEREAS, over the past twenty years, the indoor firearms range has frequently malfunctioned and requires costly maintenance upkeep; and

WHEREAS, to maintain firearms qualification requirements, the Police Department has to use alternate training sites to accommodate certain firearms training, such as the range at Donovan State Prison and the Regional Firearms Training Range in Otay; and

WHEREAS, by installing a new target retrieving system and soundproofing the indoor firearms range, the Police Department will be able to conduct more in-house training thereby reducing overtime costs, eliminating travel time to alternate sites, and greatly improve the overall efficiency of the Department firearms training program; and

WHEREAS, the current cost of the replacement targeting system and soundproofing equipment, including ground freight shipping is \$86,236, however, a \$14,000 credit is expected from Action Target upon return of the previously purchased equipment inadequate to meet the Police Department’s range needs, reducing the final cost to \$72,236; and

WHEREAS, the remaining appropriation of \$11,551.28 was authorized by City Council through the adoption of Resolution No. 2012-114 on June 5, 2012, in which the City accepted the 2012 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$34,261, and authorized expenditure of said grant funds. The final cost after applying credits and exhausting previously approved grant funds is \$67,185.96; and

WHEREAS, Action Target, Inc., previously provided equipment that was installed in the Department’s shooting range, and by purchasing a new target retrieving system from Action Target, Inc., the Police Department will be able to maintain the existing footprint of the current indoor shooting range, and the new targeting retrieving system can be installed in the existing shooting stalls; and

WHEREAS, the Police Department desires to enter into an Agreement with Action Target, Inc., by utilizing General Services Administration (“GSA”) Contract No. GS-07F-0482Y for the purchase of a shooting range motorized targeting system for the Police Department for an amount not to exceed \$103,262.24; and

WHEREAS, Section 2.60.220(C) of the National City Municipal Code provides that City Council may waive the bidding process when a commodity or service to be procured, regardless of value, is required to integrate with or be compatible with existing furnishings, materials, systems, programs or equipment; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the purchasing agent's determination that the State of California's procurement procedures are in substantial compliance with the City's, and pursuant to Sections 2.60.220(C) and 2.60.260 of the Municipal Code authorizes the waiver of the bidding process.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor to execute an Agreement with Action Target, Inc., for the cooperative purchase of a shooting range motorized targeting system for the Police Department for an amount not to exceed \$103,262.24 utilizing General Services Administration ("GSA") Contract No. GS-07F-0482Y.

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #23 for the period of 12/02/15 through 12/08/15 in the amount of \$1,691,534.68.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #23 for the period of 12/02/15 through 12/08/15 in the amount of \$1,691,534.68.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/02/15 through 12/08/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	320944	66,160.47	Health Net Inc R1192A Dec 2015
Kaiser Foundation Health	320946	174,287.94	Kaiser Inc Grp 104220-0002 Dec 2015
Public Emp Ret System	12032015	347,699.91	Service Period 11/10/15 – 11/23/15

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$1,691,534.68

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$1,691,534.68

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #23



WARRANT REGISTER #23
12/8/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACTION TROPHIES & ENGRAVING	BLACK LOCKER TAGS / FIRE	320902	12/8/15	218.16
ADAMSON POLICE PRODUCTS	DELTA 4 MIDCUT LEVEL HELMET / PD	320903	12/8/15	572.26
AFLAC	AFLAC ACCT BDM36 DEC 2015	320904	12/8/15	686.56
ALDEMCO	CONSUMABLES- NUTRITION CENTER	320905	12/8/15	1,147.20
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	320906	12/8/15	249.93
AMERICAN BACKFLOW SPECIALTIES	PLUMBING SUPPLIES / PW	320907	12/8/15	1,611.70
ARCO GASPRO PLUS	FUEL FOR CITY FLEET / PW	320908	12/8/15	22,526.63
AT&T	PHONE SERVICES / 10/13/15-11/12/15	320909	12/8/15	1,425.37
AT&T	PHONE SERVICES / 11/06/15-12/06/15	320910	12/8/15	43.80
AT&T MOBILITY	WIRELESS SERVICE / 10/06/15-11/05/15	320911	12/8/15	2,661.07
AT&T MOBILITY	WIRELESS SERVICE / 11/13/15-12/12/15	320912	12/8/15	73.40
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES	320913	12/8/15	2,036.58
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES	320914	12/8/15	428.76
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE SEP 2015	320915	12/8/15	100.00
BEST BUY BUSINESS	NINTENDO CONSOLE BUNDLE / CSD	320916	12/8/15	571.40
BRIAN COX MECHANICAL INC	CITY WIDE HVAC / PW	320917	12/8/15	321.30
BROADWAY AUTO ELECTRIC	MOP#74447 AUTO SUPPLIES	320918	12/8/15	141.70
BURKE WILLIAMS & SORENSON LLP	LEGAL SERVICES THROUGH OCT 31, 2015	320919	12/8/15	5,927.00
C A P F	FIRE LTD DECEMBER 2015	320920	12/8/15	640.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES	320921	12/8/15	420.70
CALIFORNIA LAW ENFORCEMENT	PD LTD DECEMBER 2015	320922	12/8/15	1,984.50
CALLYO 2009 CORP	CALLYO BASIC SYSTEM / MIS	320923	12/8/15	1,279.40
CAPPO SAN DIEGO	TRAINING AT COUNTY OF S D - FINANCE	320924	12/8/15	98.00
CLF WAREHOUSE	STRAIGHT TUBING	320925	12/8/15	107.52
COLLINSON, C	REIMB - ROT/CPT TRAINING - PD	320926	12/8/15	106.95
COX COMMUNICATIONS	INTERNET SERVICE / NOV 2015	320929	12/8/15	49.65
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	320930	12/8/15	1,378.31
DELTA DENTAL	DENTAL INA PREMIER DEC 2015	320931	12/8/15	14,893.21
DELTA DENTAL INSURANCE CO	PMI DENTAL INS DECEMBER 2015	320932	12/8/15	2,832.06
DENTONS US LLP	MEDIATION EC CONSTRUCTORS INC	320933	12/8/15	4,720.00
DJ DEV	X-MAS EVENT AT BRICK ROW / CSD	320934	12/8/15	300.00
DURON, C	REIMB - ED INSTRUCTOR 1C - FIRE	320935	12/8/15	270.00
ENTERPRISE FLEET MANAGEMENT	FLEET MANAGEMENT LEASE / ENG	320936	12/8/15	14,516.51
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES / S8	320937	12/8/15	117.08
FIRE ETC	SQUEEGEE HANDLE / FIRE	320938	12/8/15	50.43
GOVCONNECTION INC	VMWARE VCENTER SERVER / MIS	320939	12/8/15	5,384.39
GRAINGER	MOP#65179 SUPPLIES / PW	320940	12/8/15	463.82
HEALTH NET	FULL NETWORK 57135A DEC 2015	320941	12/8/15	5,334.29
HEALTH NET	HEALTHNET INS N5992A DEC 2015	320942	12/8/15	1,086.90
HEALTH NET	HEALTH NET INS N59924 DEC 2015	320943	12/8/15	651.54
HEALTH NET INC	HEALTH NET INS R1192A DEC 2015	320944	12/8/15	66,160.47
HYDRO SCAPE PRODUCTS INC	MOP#45720 HORTICULTURAL ITEMS / PW	320945	12/8/15	511.14
KAISER FOUNDATION HEALTH PLANS	KAISER INS GRP 104220-0002 DEC 2015	320946	12/8/15	174,287.94
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS GRP 104220-01/06/07 DEC 20	320947	12/8/15	22,501.82
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS GRP 104220-03/09 DEC 2015	320948	12/8/15	8,765.56
KAISER FOUNDATION HEALTH PLANS	KAISER INS GRP 104220-0005 DEC 2015	320949	12/8/15	4,464.47
KONICA MINOLTA	COPIER EQUIP LEASE / 10/01/15-10/31/15	320950	12/8/15	1,950.58
LEDFORD ENTERPRISES INC	ADVOCACY SERVICES / NOV 2015	320951	12/8/15	4,000.00
LONG, D	REIMB - FIELD TRAINING OFFICER- P D	320952	12/8/15	159.71



**WARRANT REGISTER #23
12/8/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LOPEZ, T	TRANSLATION SERVICES DEC 2015	320953	12/8/15	210.00
MASON'S SAW	MOP#45729 MATERIALS / PW	320954	12/8/15	223.45
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES	320955	12/8/15	736.49
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENT #44	320956	12/8/15	182.04
NATIONAL CITY CAR WASH	MOP#72454 AUTO EQUIPMENT	320957	12/8/15	325.00
NATIONAL CREDIT REPORTING	CREDIT REPORTING / S8	320958	12/8/15	79.00
OLIVERIA, H	REIMB - HCV FIN MANGMT SEMINAR - S8	320959	12/8/15	586.92
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	320960	12/8/15	359.17
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	320961	12/8/15	1,964.39
PRO BUILD	MOP#45707 SUPPLIES / PW	320962	12/8/15	1,699.80
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	320963	12/8/15	458.35
RELIANCE STANDARD	VOLUNTARY LIFE INS DEC 2015	320964	12/8/15	2,975.08
ROGERS, P	REFUND CALPERS DEDUCTED DEC 2015	320965	12/8/15	219.03
ROYAL ENTERTAINERS	ICE QUEEN / CHRISTMAS ON BRICK ROW EVENT	320966	12/8/15	195.00
SAN DIEGO PR	DISTRIBUTION OF N C NEWS NOV-DEC 2015	320967	12/8/15	600.00
SAN DIEGO SPORTS MEDICINE	WELLNESS PHYSICALS / FIRE	320968	12/8/15	4,240.71
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICE / PLANNING COMMISSION	320969	12/8/15	2,597.60
SDG&E	GAS & ELECTRIC UTILITIES	320970	12/8/15	30,247.39
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	320971	12/8/15	275.14
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 HORTICULTURAL ITEMS	320972	12/8/15	486.00
SMART & FINAL	MOP 45756 MISC SUPPLIES - REC	320973	12/8/15	184.54
SOUTHERN CALIF TRUCK STOP	MOP#45758 AUTO EQUIPMENT	320974	12/8/15	378.23
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLICE - REC	320975	12/8/15	121.92
STILES, J	REIMB - TRAINING INSTRUCTOR IC - FIRE	320976	12/8/15	270.00
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	320977	12/8/15	1,313.28
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	320978	12/8/15	17,228.74
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	320979	12/8/15	1,625.34
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	320980	12/8/15	1,169.32
THE KNOX COMPANY	1650 SURFACE, BLACK, LIFT-OFF / ENG	320981	12/8/15	188.57
THE LIGHTHOUSE INC	MOP#45726 AUTO SUPPLIES	320982	12/8/15	45.29
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D STD LTD INS DEC 2015	320983	12/8/15	9,301.01
UNITED PARCEL SERVICE	UPS SHIPMENT	320984	12/8/15	18.22
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO SUPPLIES	320985	12/8/15	750.69
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	320986	12/8/15	2,686.57
VERIZON WIRELESS	CELLULAR SERVICE / 11/03/15-11/04/15	320987	12/8/15	1,218.15
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / PW	320988	12/8/15	786.00
WESTFLEX INDUSTRIAL	MOP#63850 SUPPLIES / PW	320989	12/8/15	145.58
WILLY'S ELECTRONIC SUPPLY	MOP#45763 ELECTRONIC SUPPLIES	320990	12/8/15	76.46
KANE BALLMER & BERKMAN	LEGAL / RELATED / S A	320991	12/8/15	247.50

A/P Total 466,645.74

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/10/15 - 11/23/15	12032015	12/3/15	347,699.91
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WARRANT REGISTER #23
12/8/2015

<u>PAYEE</u>		<u>DESCRIPTION</u>		<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL						
Pay period	Start Date	End Date	Check Date			
25	11/24/2015	12/7/2015	12/16/2015			877,189.03
			GRAND TOTAL			<u>\$ 1,691,534.68</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2ND OF FEBRUARY, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #24 for the period of 12/09/15 through 12/15/15 in the amount of \$1,661,993.67.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. 1

ITEM TITLE:

Warrant Register #24 for the period of 12/09/15 through 12/15/15 in the amount of \$1,661,993.67.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/09/15 through 12/15/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Kimley Horn and Assoc Inc	321073	154,186.98	PW Reconstruction Phase 4
M A Stevens Construction	321078	148,974.84	Library Remodel Project
New Century Construction	321092	152,435.72	12 th and D Avenue
Portillo Concrete Inc	321100	298,303.32	Highland Ave ADA Enhancement Project
Project Professionals Corp	321103	77,958.90	12 th and D Roundabout Project
Western RIM Constructors	321150	211,870.94	Kimball, El Toyon, Skate Park

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$1,661,993.67

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$1,661,993.67

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #24



WARRANT REGISTER #24
12/15/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CPR BY MEDX	CPR FIRST AID UPDATE	320992	12/14/15	2,800.00
3M	RFID TAGS FOR BOOK AND DVD PROCESSING	320993	12/15/15	832.40
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	320994	12/15/15	3,034.75
AMAZON	BOOKS - LIBRARY	320995	12/15/15	2,480.54
AMERICAN LIBRARY ASSOC	SUPPLIES - LIBRARY	320996	12/15/15	55.20
BAKER & TAYLOR	BOOKS- LIBRARY	320997	12/15/15	3,684.53
BRODART CO	BOOKS - LIBRARY	320998	12/15/15	50.44
EBSCO INFORMATION SERVICES	PRINT PERIODICALS AND SUBSCRIPTIONS / LIBRARY	320999	12/15/15	5,987.90
FIRST BOOK NATIONAL OFFICE	CHILDREN'S BOOKS - FUNDED BY CALIFORNIA	321000	12/15/15	174.00
LASER SAVER	MOP # 45725 - INKJET CARTRIDGES - LIBRARY	321001	12/15/15	83.71
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	321002	12/15/15	1,660.48
SMART & FINAL	MOP # 45756 - SUPPLIES - LIBRARY	321003	12/15/15	80.44
STAPLES ADVANTAGE	MOP #45704 - SUPPLIES - LIBRARY	321004	12/15/15	442.62
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES - LIBRARY	321005	12/15/15	98.00
OPPER & VARCO LLP	REFERENCE / WI TOD	321006	12/15/15	1,787.50
POWER PLUS	EQUIPMENT RENTAL / S A	321007	12/15/15	195.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	321008	12/15/15	169.51
ACCO ENGINEERED SYSTEMS INC	RETENTION FOR KIMBALL TOWER	321009	12/15/15	20,263.20
ACME SAFETY & SUPPLY CORP	ENGR GRADE SIGN / PW	321010	12/15/15	1,345.33
ACTION TARGET INC	INITIAL DEPOSIT FOR RANGE UPGRADE	321011	12/15/15	11,551.28
ADAMSON POLICE PRODUCTS	BALLISTIC VESTS - PD	321012	12/15/15	4,741.50
ADDICTION MEDICINE	D O T TESTING PROGRAM JAN/JUN 2016	321013	12/15/15	1,600.00
AIRGAS WEST	MOP#45714 MATERIALS / PW	321014	12/15/15	261.59
AK & COMPANY	SB90 MANDATED COST CLAIM SERVICES	321015	12/15/15	3,500.00
ALDEMCO	CONSUMABLES- NUTRITION CENTER	321016	12/15/15	4,460.49
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	321017	12/15/15	1,004.73
ALL THE KINGS FLAGS	CITY WIDE FLAGS & ACCESSORIES / PW	321018	12/15/15	65.31
AMEDEE, W	REIMB / INCENTIVES FOR WELLNESS PROGRAM	321019	12/15/15	380.17
AT&T	PHONE SERVICES 10/13 - 11/12/15	321020	12/15/15	5,987.69
ATKINS NORTH AMERICA INC	NC SEWER SERVICES	321021	12/15/15	3,240.00
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES	321022	12/15/15	461.98
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES	321023	12/15/15	265.68
BANC OF AMERICA	CAT LOADER EQUIP LEASE PMT#39/12/24/15	321024	12/15/15	3,077.02
BAVENCOFF JR, D	S L I WORKSHOPS - PD DEPT	321025	12/15/15	468.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC / PW	321026	12/15/15	186.00
BROWN & BIGELOW INC	RECYCLING BAGS 13X15X10 KELLY GREEN	321027	12/15/15	4,527.46
BSE ENGINEERING, INC.	POLICE DEPT UPGRADE - SERVER ROOM	321028	12/15/15	7,500.00
CAL UNIFORMS INC	STATION UNIFORMS / FIRE	321029	12/15/15	16,592.60
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES / PW	321030	12/15/15	135.62
CARTEGRAPH SYSTEMS, INC	SUBSCRIPTION / CDP PARTNER HOSTING/MIS	321031	12/15/15	44,000.00
CEB	EFFECTIVE INTRODUCTION OF EVIDENCE	321032	12/15/15	160.15
CHEMSEARCH	MEGATRON CONTROLLER XS	321033	12/15/15	1,492.32
CHEN RYAN ASSOCIATES, INC	DIVISION STREET ROAD DIET PSE	321034	12/15/15	19,437.50
CHILDREN'S HOSPITAL	CHILD ABUSE EXAMS / PD	321035	12/15/15	5,518.00
CITY OF CHULA VISTA	ANIMAL CARE CENTER FEES OCT / POLICE	321036	12/15/15	31,880.61
CLF WAREHOUSE	1GAL PRESTONE PRIME / COMMAND / PW	321037	12/15/15	104.88
COMMERCIAL AQUATIC SERVICE INC	INV115-4654 HYPOCHLORITE SOLUTION	321038	12/15/15	3,006.65
CONCEPT EVENT DESIGN, INC	OAK DANCE FLOOR / CHRISTMAS EVENT	321039	12/15/15	522.20
COPWARE INC	INVESTIGATIONS LICENSE COPWARE	321040	12/15/15	2,220.00



WARRANT REGISTER #24
12/15/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	321041	12/15/15	7,807.25
COX COMMUNICATIONS	INTERNET SERVICE / MIS	321042	12/15/15	114.12
CULLIGAN	WATER SOFTNER - NUTRITION CENTER	321043	12/15/15	13.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	321044	12/15/15	2,650.00
DANIELS TIRE SERVICE	TIRES / WHEEL BAL / MOUNT LIGHT TRUCK	321045	12/15/15	1,677.78
DATA TICKET INC	TICKET APPEALS/ON-LINE ACCESS-NOV 2015	321046	12/15/15	1,817.45
DEPMT OF PESTICIDE REGULATION	PESTICIDE LICENSE RENEWAL - P W	321047	12/15/15	60.00
D-MAX ENGINEERING	NC STORM WATER SERVICES	321048	12/15/15	27,091.18
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	321049	12/15/15	466.05
E2 MANAGE TECH INC	WI-TOD PROJECT - 2020 HOOVER AVE	321050	12/15/15	980.00
ECOLAB	CHEMICAL SUPPLIES FOR DISHWASHER	321051	12/15/15	240.46
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES / S8	321052	12/15/15	185.21
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	321053	12/15/15	62.50
FASTSIGNS	LIBRARY CLOSURE SIGNS	321054	12/15/15	76.85
FEDEX	ST WATER RESOURCS CONTROL BOARD	321055	12/15/15	34.75
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES / PW	321056	12/15/15	490.32
FON JON PET CARE CENTER	BOARDING COST OF AUG - SEP 2015	321057	12/15/15	525.00
GARCIA, B	REIMB - FIRE COMMAND 2B - FIRE DEPT	321058	12/15/15	250.00
GEORGE WATERS NUTRITION CENTER	NH COUNCIL BREAKFAST DEC 12, 2015	321059	12/15/15	1,062.50
GOVERNMENT FINANCE	CERTIFICATE OF ACHIEVEMENT	321060	12/15/15	580.00
GRAINGER	MOP#65179 BUILDING SUPPLIES	321061	12/15/15	153.95
GROSSMAN PSYCHOLOGICAL	PSYCHOLOGICAL EVALUATIONS NOV 2015	321062	12/15/15	2,475.00
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX OCT-DEC 2015	321063	12/15/15	2,640.00
HEALTH AND HUMAN SERVICES	EMPLOYEE ASSIST PROGRAM DEC 2015	321064	12/15/15	805.55
HINDERLITER DE LLAMAS & ASSOC	CONTRACT SVCS SALES TAX 4TH QTR	321065	12/15/15	3,175.61
HONEYWELL INTERNATIONAL INC	CITY WIDE HVAC MAINTENANCE	321066	12/15/15	33,181.52
HUSS INC	GLOW PLUGS 12V / PW	321067	12/15/15	524.85
INNOVATIVE CONSTRUCTION	KIMBALL PARK IMPROVEMENTS	321068	12/15/15	37,601.00
INSTITUTE OF TRANSPORTATION	ITE RENEWAL MEMBERSHIP / PW	321069	12/15/15	299.28
JOHNSON, S	REIMB - TINY TOTS PROGRAM - REC	321070	12/15/15	194.51
JUST CONSTRUCTION INC	PARADISE VALLEY RD PEDESTRIAN ENHANCEMENTS	321071	12/15/15	33,854.35
KASEYA	ANNUAL MAINTENANCE SUBSCRIPTION / MIS	321072	12/15/15	3,699.50
KIMLEY HORN AND ASSOC INC	PW RECONSTRUCTION PHASE 4	321073	12/15/15	154,186.98
L B CIVIL CONSTRUCTION INC	A AVENUE GREEN ST PROJECT	321074	12/15/15	29,469.83
LAFRENIERE, D	REIMB - PARAMEDIC LICENSE RENEWAL	321075	12/15/15	217.00
LASER SAVER INC	MOP 45725 INK CARTRIDGE - PD	321076	12/15/15	551.16
LEFORTS SMALL ENGINE REPAIR	TRANS CABLE/CLUTCH/SHAFT CHOKE - PW	321077	12/15/15	326.47
M A STEVENS CONSTRUCTION INC	LIBRARY REMODEL PROJECT	321078	12/15/15	148,974.84
MAN K9 INC	MAINTENANCE FOR CANINE TRAINING	321079	12/15/15	3,120.00
MANA DE SAN DIEGO	MANA HOLIDAY SOIREE / MORRISON / FLORES-CLARK	321080	12/15/15	30.00
MANA DE SAN DIEGO	MANA HOLIDAY SOIREE / VM CANO	321081	12/15/15	20.00
MAXWELL, K	REFUND FOR CITATION NC4150724007	321082	12/15/15	10.00
MENDIVIL, A	REIMB - CHAMBER BREAKFAST OCT 29, 2015	321083	12/15/15	15.00
MES CALIFORNIA	WHITNEY PACK - COYOTE	321084	12/15/15	602.06
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	321085	12/15/15	385.48
METRO FIRE & SAFETY	FIRE EXTINGUISHER/VALVE STEM	321086	12/15/15	739.28
MTS	TROLLEY FLAGGER SERVICE	321087	12/15/15	94.64
MUNOZ, L	REIMB - CHRISTMAS BREAKFAST	321088	12/15/15	165.26
NATIONAL CITY TROPHY	MOP 66556 NAME BADGES - PD	321089	12/15/15	141.16



WARRANT REGISTER #24
12/15/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CREDIT REPORTING	CREDIT REPORTING FOR S8	321090	12/15/15	134.30
NCPOA	NCPOA CHRISTMAS PARTY DEC 05, 2015 / CM RIOS	321091	12/15/15	50.00
NEW CENTURY CONSTRUCTION INC	12TH AND D AVENUE	321092	12/15/15	152,435.72
NINYO & MOORE	AQUATIC CENTER PROJECT	321093	12/15/15	1,302.50
PACIFIC TELEMAGEMENT SERVICE	PAYPHONE SERVICES / MIS	321094	12/15/15	228.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	321095	12/15/15	205.39
PASACAT	45TH ANNIVERSARY DINNER NOV 07, 2015 - VM CANO	321096	12/15/15	60.00
PENSKE FORD	MOP#49078 AUTO PARTS	321097	12/15/15	324.75
PERRY FORD	R & M CITY VEHICLES	321098	12/15/15	676.16
POLICE EXECUTIVE RESEARCH	SMIP FOR POLICE SESSION 65	321099	12/15/15	9,000.00
PORTILLO CONCRETE INC	HIGHLAND AVE ADA ENHANCEMENT PROJECT	321100	12/15/15	298,303.32
PRO BUILD	MOP#45707 SUPPLIES / PW	321101	12/15/15	2,439.43
PRO-EDGE KNIFE	KNIFE SHARPENING - NUTRITION	321102	12/15/15	46.00
PROJECT PROFESSIONALS CORP	12TH AND D ROUNDABOUT PROJECT	321103	12/15/15	77,958.90
PRUDENTIAL OVERALL SUPPLY	LAUNDRY FOR PARKS	321104	12/15/15	387.96
PUN & MCGEADY	AUDITING SERVICES / FINANCE	321105	12/15/15	21,000.00
QUAL CHEM CORPORATION	5GL PAIL GRANULAR SEWER LINE MAINTAINER	321106	12/15/15	499.22
QUIROGA, R	REIMB - K9 TRAILS TRAINING EXP - PD	321107	12/15/15	87.31
RANDALL LAMB ASSOCIATES INC	CONSULTANT SERVICES / NC LIBRARY	321108	12/15/15	700.00
RELY ENVIRONMENTAL	PW YARD DIESEL FLEET	321109	12/15/15	6,460.00
SAN DIEGO HOUSING FEDERATION	SDHF MEMBERSHIP GOV'T AGENCY	321110	12/15/15	550.00
SAN DIEGO PET SUPPLY	MOP 45753 K-9 DOG ASSESSORIES - PD	321111	12/15/15	328.74
SDG&E	GAS & ELECTRIC UTILITIES	321112	12/15/15	4,537.97
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	321113	12/15/15	583.66
SEWARD, G	REIMB / CATO TRAINING CONFERENCE/PD	321114	12/15/15	663.97
SHINN, D	REIMB - TINY TOTS EL TOYON CNTR - REC	321115	12/15/15	210.70
SMART & FINAL	MOP 45756 MISC SUPPLIES - PD	321116	12/15/15	456.52
SOUTHERN CALIF TRUCK STOP	MOP#45078 AUTO PARTS	321117	12/15/15	180.74
SOUTHERN CALIFORNIA SOIL	12TH AND D AVE PROJECT	321118	12/15/15	18,125.75
SPARKLETTES	WATER / NUTRITION CENTER	321119	12/15/15	12.07
STAPLES ADVANTAGE	MOP 45704 SPLS REC COPY CS - PD	321121	12/15/15	6,682.16
STATE BAR OF CALIFORNIA	2 CA STATE MEMBERSHIPS - ATTORNEY	321122	12/15/15	1,030.00
STILES, J	PARAMEDIC RE-CERTIFICATION - FIRE	321123	12/15/15	217.00
STILES, J	REIMB - FRESNO SYMPOSIUM - FIRE	321124	12/15/15	185.29
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	321125	12/15/15	1,777.83
SWEETWATER AUTHORITY	WATER SERVICE	321126	12/15/15	192.42
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	321127	12/15/15	4,219.56
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	321128	12/15/15	956.74
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES OCT 2015	321129	12/15/15	800.00
THE HOME DEPOT CREDIT SERVICES	1150558/1063604 LED WHITE LIGHT BULBS	321130	12/15/15	2,531.50
THE LIGHTHOUSE INC	LED SAFETY LIGHTS / PW	321131	12/15/15	2,357.68
THOMSON REUTERS WEST	ON-LINE LEGAL RESEARCH	321132	12/15/15	806.20
T'S & SIGNS	2016 CALENDAR MAGNETS	321133	12/15/15	354.25
TUFF PRODUCTS	LEATHER GEAR FOR NEW POLICE	321134	12/15/15	172.37
U S BANK	CREDIT CARD EXPENSE - COMM SVC	321135	12/15/15	450.87
U S BANK	CREDIT CARD EXPENSES - HR	321136	12/15/15	557.04
U S BANK	CREDIT CARD EXPENSES - PD	321137	12/15/15	590.82
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS NOV 2015	321138	12/15/15	889.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL NOV 2015	321139	12/15/15	489.00



**WARRANT REGISTER #24
12/15/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
UNITED PARCEL SERVICE	UPS CHARGES - PD	321140	12/15/15	2.40
UNITED RENTALS	FORKLIFT RENTAL	321141	12/15/15	229.48
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO SUPPLIES	321142	12/15/15	484.91
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	321143	12/15/15	851.75
VERIZON WIRELESS	CELLULAR SERVICE 10/22 - 11/21/15	321144	12/15/15	11,716.02
VEST, E	REIMB - COUNTY INVESTIGATORS DEC 2015	321145	12/15/15	96.71
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) DEC 2015	321146	12/15/15	446.04
VISTA PAINT	MOP 68834 TRAFFIC SUPPLIES - NSD	321147	12/15/15	310.26
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-PW	321148	12/15/15	2,755.86
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES	321149	12/15/15	946.98
WESTERN RIM CONSTRUCTORS INC	KIMBALL, EL TOYON, SKATE PARK	321150	12/15/15	211,870.94
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS	321151	12/15/15	85.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - MIS	321152	12/15/15	391.88
WILSON, R	REIMB - PARAMEDIC LIC RENEWAL - FIRE	321153	12/15/15	217.00
CITY NATIONAL BANK	LEASE ENERGY RETROFIR PROJECT	321154	12/15/15	43,101.10
AFFORDABLE BUTTONS COM	YO HEART NC BUTTONS / COUNCIL	321155	12/15/15	136.45
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - NOV 2015	321156	12/15/15	7,056.88
NATIONAL CITY CHAMBER	NC TOURISM MARKETING - OCT 2015	321157	12/15/15	30,671.52
A/P Total				1,661,993.67
GRAND TOTAL				<u>\$1,661,993.67</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2ND OF FEBRUARY, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #25 for the period of 12/16/15 through 12/22/15 in the amount of \$951,583.88. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #25 for the period of 12/16/15 through 12/22/15 in the amount of \$951,583.88.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: Mark Roberts

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 12/16/15 through 12/22/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
---------------	-------------------	---------------	--------------------

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$951,583.88

APPROVED: Mark Roberts

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$951,583.88

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #25 |



WARRANT REGISTER #25
12/22/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
	NO WARRANTS FOR THE PERIOD OF 12/16/2015 - 12/22/2015			
			A/P Total	0.00
WIRED PAYMENTS				
TRISTAR RISK MANAGEMENT	NOVEMBER 2015 WC REPLENISHMENT	785454	12/17/15	45,940.07
SECTION 8 HAPS				
	Start Date	End Date		
	12/16/2015	12/22/2015		11,987.67
PAYROLL				
Pay period	Start Date	End Date	Check Date	
26	12/8/2015	12/21/2015	12/30/2015	893,656.14
		GRAND TOTAL		<u>\$ 951,583.88</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2ND OF FEBRUARY, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Case File 2015-07 A) (Applicant: City-Initiated) (Planning/C

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A)

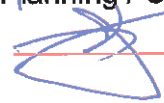
PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning / City Attorney

PHONE: 619-336-4313

APPROVED BY: _____



EXPLANATION:

An item under New Business on the proposed amendment to Title 18 (Zoning) of the National City Municipal Code is also on tonight's agenda. If the City Council is amenable to the proposed amendment, as presented and discussed during previous public hearings and at tonight's meeting, the attached Ordinance should be introduced. The proposed Chapter 18.47 (Signs on Private Property and Public Property not Owned by the City or its Affiliated Agencies) is attached for your review.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt from CEQA under section 15061(b)(3) – general rule.

ORDINANCE: INTRODUCTION:

☒

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Introduce the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2016 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING CHAPTER 18.47 OF THE NATIONAL CITY MUNICIPAL CODE
PERTAINING TO SIGNS AND OUTDOOR ADVERTISING DISPLAYS

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission and the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission has regularly and duly certified its report to the City Council of National City and has recommended such amendment.

NOW, THEREFORE, the City Council does ordain as follows;

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. That Section 18.47 of Title 18 of the Municipal Code be amended to read as follows:

CHAPTER 18.47
SIGNS ON PRIVATE PROPERTY AND PUBLIC PROPERTY
NOT OWNED BY THE CITY OR ITS AFFILIATED AGENCIES

Sections:

18.47.010	Title.
18.47.020	Authority, Scope, Intent, Purposes.
18.47.030	Basic Principles.
18.47.040	Definitions.
18.47.050	Sign Permits, Other Sign-Related Decisions, Appeals.
18.47.060	Signs Exempt From Sign Permit Requirement.
18.47.070	Prohibited Signs.
18.47.080	Permanent Signs.
18.47.090	Temporary Signs.
18.47.100	Vehicles Signs.
18.47.110	Murals.
18.47.120	Flags, Banners, and Pennants.
18.47.130	Master Sign Programs.
18.47.140	Nonconforming Signs; Abandoned Uses.
18.47.150	Safety, Maintenance, and Refacing.
18.47.160	Enforcement and Removal.
18.47.170	Severability.

18.47.010 Title. This Chapter shall be known as the Regulatory Sign Ordinance of the City of National City, California.

18.47.020 Authority, Scope, Intent, Purposes.

A. Authority. This Chapter is enacted pursuant to the City's general and police powers, California Constitution Article XI, Section 7; California Government Code Sections 65000 *et seq.*, 65850(b), 38774, and 38775; Business and Professions Code Sections 5200 *et seq.*, 5230, 5490 *et seq.*, 13530 *et seq.* and 13540; Penal Code Section 556 *et seq.*; and other applicable state laws.

B. Scope. This Chapter regulates signs, as defined herein, which are located within the corporate limits of the City of National City and over which the City has land use regulatory authority, but not on City owned land. Signs on City land are subject to Chapter 13.28. Signs used in conjunction with parades, protests, demonstrations and outdoor public assemblies are regulated as temporary uses under Chapter 15.60.

C. Intent. By adoption of this Chapter, the City Council intends to create and implement a comprehensive system for the regulation of signs within the scope of this Chapter, with a regulation system that: 1) accommodates the expression rights of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution; 2) comports with all applicable principles of federal and state constitutional, statutory and administrative law.

D. Purposes and Interests Served. The purposes of this Chapter include, but are not limited to: 1) serving the governmental and public interests in controlling visual clutter, community esthetics, and safety of drivers, passengers, and pedestrians; 2) aiding in the identification of properties, land uses, enterprises and other establishments; 3) enhancing the general appearance and esthetics of the urban environment; and 4) protecting the natural beauty of the City's open space.

18.47.030 Basic Principles.

A. Message Neutrality Policy. It is the policy of National City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.

B. Message Substitution Policy. A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal. Any substitution shall require the private property owner's consent. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message. The message substitution policy does not: 1) create a right to increase the total amount of sign display area on a site or parcel; 2) create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message; 3) affect the requirement that a sign structure or mounting device must be properly permitted; 4) authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or 5) authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

C. Enforcement Authority. The Director is authorized and directed to administer and enforce this Chapter.

D. Administrative Interpretations. Interpretations of this Chapter are to be made initially by the Director in consultation with the City Attorney. The Director may refer an interpretation question to the Planning Commission. All interpretations of this Chapter are to be exercised in light of the message neutrality and message substitution policies. Where a particular type of sign is proposed, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a "structure" as defined in the Building Code, as adopted by the City, then the Planning Commission or Director, as applicable, shall approve, conditionally approve or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this chapter.

E. Responsibility for Compliance. The responsibility for compliance with this Chapter rests jointly and severally upon the sign owner, the permit holder, all parties holding the present right of possession and control of the property whereon a sign is located, mounted or installed, and the legal owner of the lot or parcel, even if the sign was mounted, installed, erected or displayed without the consent or knowledge of the owner and / or other parties holding the legal right to immediate possession and control.

F. Onsite-Offsite Distinction. Within this Chapter, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to non-commercial messages.

18.47.040 Definitions. The following definitions apply to this Chapter, and to other chapters when cross-referenced by such other Chapters.

"Banner" means any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a message, attached outdoors to a building, structure or mounting device, or attached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. The term "banner" includes a pennant, flag, or bunting.

"Billboard" means a permanent sign structure in a fixed location which meets any one or more of the following criteria: (1) it is used for the display of off-site commercial messages; (2) the message display area, or any part thereof, is made available to message sponsors other than the owner(s) or operator(s) of the sign, typically for a fee or other consideration, *i.e.*, it is general advertising for hire; (3) the sign is a principal or secondary use of the land, rather than appurtenant or accessory to some other principal use of the land.

"Bunting" means a form of banner that is typically presented and displayed in a folded or gathered fashion or combination. It may include a display in combination with a flag or banner. Depending on the format of the display, the term may be synonymous with banner.

"Changeable copy sign" means a sign displaying a message that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material. "Digital signs," "dynamic signs," and CEVMS (changeable electronic variable message signs) are all within this definition.

"City" means the City of National City California.

"City property" means any parcel of land or separately leasable space over which the City or any of its related entities, holds the present right of possession and control, regardless of who may hold legal fee title, or that is within the public right-of-way.

"Commercial mascot" means a person or animal attired or decorated with commercial insignia, images, costumes, masks, or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial

enterprise. This definition includes “sign twirlers,” “sign clowns,” “sign spinners,” “sign twirlers,” and “human sandwich board” signs. Also known as “living signs.”

“Commercial message” means a message that proposes a commercial transaction or pertains primarily to the economic and commercial interests of the message sponsor and/or the sign audience.

“Construction site sign” means a sign that is displayed on the site of a construction development project during the period of time of actual construction.

“Digital display” means display methods utilizing LED (light emitting diode), LCD (liquid crystal display), plasma display, projected images, or any functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, either in a “slide show” manner (series of still images), or full motion animation, or any combination of them.

“Director” means the City Manager or designee.

“Directional sign” is a sign used to provide directions to pedestrians and vehicular traffic.

“Election period” means that period of time which begins 60 days before a special, general, or primary election in which at least some registered voters in the City are eligible to vote, and ends ten days after such election.

“Establishment” means any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums. Multi-unit housing developments are considered establishments during the time of construction; individual units are not within the meaning of establishment once a certificate of occupancy has been issued or once a full-time residency begins.

“Establishment premises” means a specific occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) so as to maintain a specific identity and location.

“Flag” means a piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol.

“Freestanding sign” means a sign which is principally supported on the ground by one or more uprights, braces, poles, pylons or other similar structural components. This category includes both monument and pole signs.

“Frontage” when used as a measurement reference of a building or establishment premises, shall refer to the distance between the two most distant corners of a building measured in a straight line along the building face bordering the adjoining street. See Glossary pertaining to frontage when made applicable to a parcel of land. The term also refers to the elevation of a building that abuts or adjoins a private or public right-of-way or parking lot.

“Garage sale sign” means a sign whose message concerns short-term rummage, estate, boutique, or garage sales of used or handmade common household items from a residential property.

“General advertising,” also known as “general advertising for hire,” means the enterprise of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising.

“Height” means the distance measured vertically from grade to the highest point or portion of the object to be measured or height limited.

“Illegal sign” means a sign that was installed without proper City or other required approvals and/or permits at the time it was initially installed, and which has not been legalized by later action. This definition also includes a sign that was erected in conformance with all applicable laws, rules, and regulations in effect at the time of installation, but which was subsequently altered so as to be out of compliance with applicable law, including the terms of permits which authorized construction. All signs described in Business and Professions Code section 5499.1 and defined therein as an “illegal on-premises advertising display” are also within this definition.

“Illuminated sign” means a sign whose message is made readable by internal or external lights or light emitting diodes (or functionally equivalent technology), typically (but not necessarily) during hours of darkness.

“Install” or “installation” includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

“Legal nonconforming sign” means a sign that complied with all applicable laws, rules and policies at the time of installation, and which has not been expanded beyond the originally applicable rules, but which does not conform to currently applicable law and rules.

“Mobile billboard” means a sign on a wheeled conveyance (whether motorized or not) or water craft, including those which carry, convey, pull or transport any sign used for general advertising for hire. The term does not include vehicles and vessels that display identification information concerning the usual business or regular work of the vehicle/ vessel owner (not including general advertising).

“Motor fuel price sign” means a sign of the type described and required by Business and Professions Code section 13530 *et seq.*

“Monument sign” means a low-profile freestanding sign supported by a structural base or other solid structural features other than support poles, which may contain copy on more than one side.

“Mural” or “mural-type sign” means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to the signage area requirements.

“Non-commercial message” means a constitutionally protected message that addresses topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary.

“Offsite sign” means a sign that advertises commercial products, accommodations, services, or activities not provided in or on the property or premises upon which it is located. The on-site/off-site distinction does not apply to non-commercial messages.

“Onsite sign” means a sign that advertises the commercial business, accommodation, services, or activities provided on the premises on which the sign is located, or is expected to be provided in the near future, such as “coming soon” movie posters. In the case of developments subject to a master sign program, all establishments subject to the program are considered on-site whenever located within any location subject to the program. All establishments within a shopping center are on-site as to any sign(s) also located within that shopping center. The on-site/off-site distinction does not apply to non-commercial messages.

“Outdoors” means a location on undeveloped property or the exterior of a building or structure.

“Parcels” or “property” or similar references or descriptions mean parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the Glossary of this Code.

“Pennant” is a banner with three sides, or swallow-tail form.

“Permanent sign” means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also “temporary sign.”

“Pole sign” means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

“Projecting sign” is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. The term includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to allow a message to be viewable from either side. The term does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

“Real Estate Sign” means any sign whose message concerns a proposed economic transaction involving real estate, including all signs described in Civil Code 713.

“Residential Sign” means a sign displayed on a legal, individual dwelling unit. The term does not apply to management offices of apartment complexes or mobile home parks, or to hotels, motels, inns or other places of transient occupancy.

“Responsible Party” means the permittee, property owner, or owner or person in charge of the sign.

“Rooftop sign” or “Roof-mounted sign” means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

“Safety Codes” refers to the Building, Electrical, Plumbing, Grading, and similar codes which ensure safe construction.

“Shopping center” shall mean a group of commercial buildings as defined in the Glossary.

“Sign” as used in this Chapter, generally means the public display of any visually communicative image placed on public display and visible from the exterior of any portion of the public right of way or place open to passage by the public. Notwithstanding the generality of the foregoing, the term “sign” does not include:

1. Aerial banners towed behind aircraft;
2. Architectural features – decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function (examples include color stripes around an office building or retail store);
3. Automated Teller Machines (ATM’s), when not used for general advertising;
4. Cornerstones and foundation stones;
5. The legal use of fireworks, candles and artificial lighting not otherwise regulated by this chapter;
6. Grave markers, gravestones, headstones, mausoleums, shrines, and other markers of the deceased;
7. Historical monuments, plaques and tablets;

8. Holiday and cultural observance decorations displayed in season, including inflatable objects, on private residential property which are on display for not more than 45 calendar days per year (cumulative, per dwelling unit) and which do not include commercial messages;

9. Inflatable gymnasiums associated with legal residential uses – inflatable, temporary, moveable, gymnasium devices commonly used for children’s birthday parties, and similar devices (also called “party jumps” or “bounce houses”);

10. Interior graphics – visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;

11. Manufacturers’ marks – marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;

12. Mass transit graphics – graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the city;

13. News racks, newspaper vending devices and newsstands;

14. Personal appearance: makeup, masks, wigs, costumes, jewelry, apparel and the like, unless it constitutes a commercial mascot;

15. Safety warnings on motorized or electrified equipment;

16. Searchlights used as part of a search and rescue or other emergency service operation (this exclusion does not apply to searchlights used as attention attracting devices for commercial or special events);

17. Shopping carts, golf carts, horse drawn carriages, and similar devices (any motorized vehicle which may be legally operated upon a public right-of-way is not within this exclusion);

18. Symbols embedded in architecture – symbols of non-commercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal, by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells and religious statuary;

19. Vehicle and vessel insignia – on street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, non-commercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel.

20. Vending machines, automated intake devices and product dispensing devices which do not display off-site commercial messages or general advertising messages;

21. Window displays – the display of merchandise in a store window, when such merchandise is immediately available for purchase.

“Signage” is the collective noun for all signs on a given parcel, lot or location, or within a stated classification;

“Sign area” means that portion of a sign which consists of visually communicative copy, including the advertising surface and any framing, trim, or molding but not including the supporting structure, measured one side only, provided that the angle between faces for two-sided signs does not exceed 30 degrees.

“Sign copy” means the visually communicative elements, including but not limited to words, letters, numbers, designs, figures, or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

“Sign face” means the portion of a sign that is available for displaying sign copy, together with any frame, color, panel, ornamental molding, or condition which forms an integral part of the sign copy and which is used to differentiate such sign copy from any wall or background against which it may be placed. Those portions of the supports, uprights, or base of a sign that do not function as a sign shall not be considered as part of a sign face.

“Sign height” means the vertical distance of a sign from the uppermost point used in measuring the sign area to the ground immediately below such point or to the level of the upper surface of the nearest curb of a street or alley (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the sign.

“Special Event” means an activity or event that occurs rarely or irregularly, is open to the public, and is of a duration not exceeding 7 days. Any event that is subject to a Temporary Use Permit will be considered within this definition. By way of example and not limitation, special events include circus or carnival runs, 4th of July Festival, Easter Egg Hunt, Relay for Life, Christmas Tree Lighting, parking lot sales at shopping centers and malls, holiday celebrations, Auto Heritage Day, *etc.*

“Temporary message” means a message that pertains exclusively to an event which occurs on, or ends on, a particular day.

“Temporary sign” means a sign that is constructed of lightweight or flimsy material, and is easily installed and removed using ordinary hand tools. Any sign that qualifies as a “structure” under the Building Code is not within this definition.

“Visibility triangle” means at the intersection of any two or more streets, that area extending horizontally 50 feet from the corner of the intersection and vertically, from a height of three feet to a height of eight feet.

“Visible to the exterior” refers to the placement of a sign or banner within the interior first eight feet of a commercial or industrial building or structure in such a manner so that it or its message is readily visible on an immediately contiguous public right-of-way, parking lot, or parcel. To be visible does not require that the message be understandable or readable.

“Wall sign” means a sign that is attached to, erected against or painted on the wall of a building or other vertical structure.

“Warning sign” means a sign that is posted to provide notice of danger, such as “Beware of Dog,” “Railroad Crossing,” “Danger High Voltage” or noting the location of underground utilities.

“Window sign” means a sign that is painted or mounted on a window pane, or that is mounted within five feet of a window and oriented for viewing by exterior passersby.

“Zone” refers both to the zone classifications given in 18.20.020, and to the specific areas or districts to which a given zoning classification applies.

18.47.050 Sign Permits, Other Sign-Related Decisions, Appeals.

A. Sign Permit Generally Required. Unless exempted from the sign permit requirement, all signs regulated by this Chapter may be installed, maintained, erected, or displayed only pursuant to sign permit pursuant to this Chapter, and a finding of compliance is made by the Planning Division, using the design criteria identified in this Chapter and other

applicable regulations. A sign permit may be approved subject to conditions, so long as those conditions are required by this Chapter or some other applicable law, rule or regulation.

B. Compliance Required. No permit shall be issued for any sign or sign structure except in compliance with the provisions of this Chapter. A sign permit may be subject to compliance with permitting requirements imposed by other sources of law, including the safety codes for building, electrical, plumbing, grading, etc. Where there is a conflict between the provision of this Chapter and other applicable regulations, the more restrictive shall apply.

C. Right to Permit or Display. When any sign permit application is complete and fully complies with all applicable provisions of this Chapter, and all other applicable laws, rules and regulations, the permit shall be approved and issued within the required time. In the case of signs which are exempt from the sign permit requirement, there is a right to erect, display, and maintain such signs as are authorized by this Chapter, subject to the applicable rules. This "right to permit" provision does not apply when the relevant city law is under active consideration for amendment at the time the application for a sign permit is submitted, or when the rules or regulations relevant to the application are changed prior to the expiration of the time for decision.

D. Legally Existing Signs; Alterations. Signs legally existing prior to the effective date of this Chapter shall be exempt from the sign permit requirement unless a structural alteration is made, the sign area or any other point of nonconformity is enlarged or expanded, or there is some other change in the structural elements of the sign. Structural alterations and expansions require a sign permit.

E. Review. All sign permit applications shall be initially reviewed by the Director. In the case of any discretionary permit in which signage is included, such as a master sign program, a specific plan including signs, a variance, or an appeal, the Director shall prepare a report for the body which shall hear the matter, the Planning Commission or City Council. The report may, but is not required, to include recommendations.

F. Application for a Sign Permit. Any person seeking a sign permit for a sign shall submit to the Director a written application for such. The Director shall prepare a sign permit application form and provide it to any person on request, along with such other materials and information as applicants need to submit for a permit. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site; however, the Director may make separate decisions as to each sign. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the City Council.

G. Application Contents. The sign permit application form may call for the following information:

1. Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number; when the applicant is not the holder of legal title to the property, consent to the installation of the sign by the person(s) or entities who hold legal title and the present right of possession and control of the property; when the sign is proposed to be installed by a sign contractor, the name, address, contact information, and the license number, if any, of the contractor;

2. As to the proposed location for the sign, multiple sets of a fully dimensioned Site Plan (drawn to scale) indicating the street address, Assessor's Parcel Number, zone classification, all property lines, public and private street lines (including center

lines), structures, easements, utility poles and wires, and the location and size (in square feet) of all existing and proposed signs;

3. As to existing signs already on parcel, information as to whether each is permitted or exempt from permitting;

4. Accurate and scaled building elevation showing existing and proposed building signs; including existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area;

5. A statement as to whether the sign is intended to be used in whole or in part for off-site commercial messages, advertising for hire or general advertising;

6. A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound; odor, smoke, fumes or steam; rotating, moving or animated elements; activation by wind or forced air; neon or other fluorescing gases; fluorescent or day-glow type colors; flashing or strobe lighting; light emitting diodes, liquid crystal displays or other video-like methods; digital display technology; use of live animals or living persons as part of the display; mannequins or statuary;

7. A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct, including whether any such deficiencies are to be remedied by the proposed application;

8. Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;

9. In the case of any proposed sign which is subject to a discretionary process, such as a variance, conditional use permit, or sign program, all information required by such process(es);

10. The Director is authorized to modify the list of information to be provided on a sign permit application; however, additions may be made only after thirty (30) days public notice. The Director is also authorized to request, require, or accept application materials, in whole or in part, in electronic form, and to specify the acceptable computer formats for such submissions.

H. Completeness. As the first step in processing a sign permit application, the Director shall determine whether the application is complete. If the application is not complete, the applicant shall be so notified in person or in writing initially within 30 days of the date of receipt of the application; the notice of incompleteness shall state the points of deficiency and identify any additional information necessary. The applicant shall then have thirty (30) calendar days, to submit additional information to render the application complete.

I. Disqualification. No sign permit application will be approved if:

1. The applicant has installed a sign in violation of the provisions of this Chapter and, at the time of submission of the application, each illegal or non-permitted sign has not been legalized, removed or a cure included in the application;

2. There is any other existing code violation located on the site of the proposed sign(s) (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different establishment) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the application;

3. The sign application is substantially the same as an application previously denied, unless: (i) twelve (12) months have elapsed since the date of the last application, or (ii) new evidence or proof of changed conditions is furnished in the new application;

4. The applicant has not obtained any applicable required use permit or conditional use permit. However, applications for such permits may be processed simultaneously with a sign permit application.

J. Applications for Multiple Signs. When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When a multiple sign application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.

K. Discretion. When discretion is authorized for a master sign program or site plan review, that discretion may be exercised only as to location, structural and safety factors, and not as to message content, graphic design or artistic merit. Permissible factors for consideration include: style or character of existing improvements upon the site and lots adjacent to the site; construction materials; number and spacing of signs in the area; the sign's height, design, and location in relation to its proposed use; form, proportion, scale, overall sign size; potential effect of the proposed sign on driver and pedestrian safety; potential blocking of view (whole or partial) of a structure or facade or public view of historical or architectural significance; potential obstruction of views of users of adjacent buildings.

L. Master Sign Programs. Permit applications for Master Sign Programs as part of planned commercial, office-professional and industrial development shall include the above information as part of a Site Development Plan or Specific Plan. When approval is sought for a development that includes one or more signs, then the sign aspects of the proposed development must satisfy the applicable provisions of this Chapter. In addition, when a development project will have 6 or more leased spaces, it must also comply with the Master Sign Program requirements set forth in Section 18.47.130. Such proposals may be reviewed by the Director and shall be decided by the Planning Commission. In preparing a report for the Planning Commission, the Director may, but is not required to, make recommendations.

M. Revocation or Cancellation. The Director may revoke any approval or permit upon refusal or failure of the permittee to comply with the provisions of the permit and the requirements of this Chapter, after written notice of noncompliance and at least fifteen (15) calendar days opportunity to cure. However, opportunity to cure does not apply when a sign, by virtue of its physical condition, constitutes an immediate and significant threat to public safety.

N. Permits Issued in Error. Any approval or permit issued in error may be summarily revoked by the Director upon written notice to the permittee, stating the reason for the revocation. "Issued in error" means that the permit should not have been issued in the first place and includes but is not limited to omissions, errors or misrepresentations in the application materials, and oversights or errors in the processing thereof.

O. Inspections. All signs subject to one or more safety permits (building, plumbing, electrical, grading, etc.) require final inspection and approval by the Building Official.

P. Sign-Related Decisions. Challenges or objections to sign-related decisions, notices and orders, other than approval or denial of a sign permit, do not require a particular form, but must be in writing, signed by the applicant or challenger, and particularly state the matter challenged and the grounds therefore. Challenges shall be made to the Director within 30 days of the date of the decision, notice, and/or order. Challenges and objections to sign-related decisions not made in accordance with these procedures shall not be eligible for appeal.

Q. Levels of Review; Order of Review. Except for signs subject to initial review by the Planning Commission, initial review and decisions on all sign permit applications shall be by the Director unless otherwise stated herein; appeal is first to the Planning Commission and then to City Council.

R. Safety Codes. When a proposed sign, by virtue of its physical, structural, location, and other non-message factors, is subject to any permits or requirements under the safety codes, then satisfaction of such requirements shall be a condition of the sign permit.

S. Permit Denial. When a sign permit application is denied, the denial shall be in writing and sent or delivered to the address shown on the applicant's application form, and shall specifically state the grounds for denial.

T. Timely Decision. At each level of review or appeal, the decision shall be rendered in writing within 30 calendar days. The time period begins running when an appeal, challenge, or objection is received, the application is complete (or is deemed complete because no notice of incompleteness has been given), an amendment is received, or the notice of appeal has been filed, whichever applies. The timely decision requirement may be waived by the applicant or appellant. If a decision is not rendered within the required time, then the application or appeal shall be deemed denied; in the case of an appeal, the lower level decision shall be deemed affirmed.

U. Appeal. Any decision regarding a sign permit application or other sign-related decision may be appealed by any affected person. Notices of Appeal and challenges and objections to sign-related decisions must be filed with the City Clerk within thirty calendar days of the decision; if City offices are not open on the thirtieth day, then the time period is extended to the next day City offices are open to the public. Appeals shall be heard by the Planning Commission. The decision of the Planning Commission may be appealed to the City Council pursuant to 18.12.060, as augmented by this Chapter. The appeal right arises at the earliest of: a) the date of the written decision that is delivered to the applicant, or b) the time for decision has run without a written decision. The Notice of Appeal, Objection, or Challenge must state specifically the matter appealed from and the grounds for appeal. Notices of Appeal must be signed by the appellant or their authorized agent, representative, or attorney.

V. Status Quo. During the pendency of review or appeal, the status quo of the subject sign(s) shall be maintained. This does not apply whenever a sign, by virtue of its physical condition, constitutes an immediate threat to public safety.

W. Judicial Review. Following final decision by the City Council, any affected person may seek judicial review of the final decision on a sign permit application or other sign-related decision pursuant to the applicable provisions of the California Code of Civil Procedure.

X. Notices. Written notices by the City, required within this Chapter, shall be deemed given on the earliest of the following: when personally delivered, when publicly posted, or on the day of mailing. Notices are deemed effective when sent to the last known address of the addressee.

18.47.060 Signs Exempt From Sign Permit Requirement. The signs listed in this section are exempt from the requirement of prior approval (either by sign permit or site plan review), but still subject to the rules stated in this Chapter. When any residential sign meets the definition of "structure" in the Building Code, or is electrified, then compliance with all safety codes (building permits, electrical permits, etc.) is required. Signs may also be exempted from

the sign permit requirement by other sections of this Chapter, other chapters of this code, or other bodies of law.

A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:

1. Physical types: residential signs may be free standing or mounted on doors, walls, or fences; flag poles not exceeding 25 feet cumulative of linear footage; roof-mounted signs are prohibited;

2. Permissible message types: any variety or combination of constitutionally protected noncommercial speech (including but not limited to political / election signs); real estate signs (must be removed not more than five days after the proposed economic transaction is completed, or the property goes off the market); garage sale signs compliant with the other provisions in the Municipal Code addressing garage sales which is currently set forth at Section 7.21.060; construction site signs;

3. Prohibited message types: commercial messages other than those specified in the preceding subsection; general advertising for hire; any message whose public display is illegal;

4. Maximum display area: 16 square feet per parcel at all times; except that during the Election Period, this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way. The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);

5. Illumination: special illumination of residential signs is prohibited; residential signs may be illuminated only by natural and legal ambient lighting;

B. Construction Site Signs, subject to:

1. On single-family residential properties, construction site signs shall be no larger than 20 square feet per street frontage;

2. For all other construction projects: maximum display area for signs shall be no greater than 50 square feet per frontage;

3. Construction site signs must be removed prior to final inspection or before issuance of a certificate of completion or certificate of occupancy, as applicable;

4. Illumination: prohibited.

C. Signs required or authorized by other bodies of law or court orders;

D. Signs required by the fire department to designate fire lanes;

E. Nameplate identification signs and combination name plates and address signs with letters that do not exceed three inches in height, are not illuminated, and do not exceed four square feet in area;

F. Window signs that do not exceed 15% of the area of a window or 12 square feet, whichever is less;

G. Warning signs such as "no parking," "watch dogs," "private property," and "security service" that are not illuminated, do not exceed one square foot in area each, and do not project over a public right-of-way. No more than three of these signs shall be allowed per premises;

H. Bulletin boards, provided they do not exceed sixteen square feet in area, do not project over a public right of way, and are not illuminated;

18.47.070 Prohibited Signs. The signs listed in this section are prohibited in all zones and at all times unless explicitly authorized or allowed by another provision of this Chapter, another chapter of the code, or other applicable law.

1. New billboards, conversion of existing billboards to digital or dynamic or tri-vision display, expansion of the display face of any existing billboard (except as authorized by state law), and the installation of an additional display face to an existing billboard structure;
2. Mobile billboards, but not including taxis or shuttle vehicles or public transportation vehicles that legally pass through the city;
3. Signs mounted on roofs, water towers, radio, television, or cell phone towers;
4. Signs mounted on fences;
5. Signs mounted on trees, bushes, or vegetation;
6. Signs placed on property (public or private) without consent of the property owner or other party holding the present right of possession and control;
7. Signs that obstruct any window, door, gate or opening used or required as a means of regular ingress or egress, legal light or ventilation, as a fire escape or other emergency access or escape;
8. Signs displayed on vacant or undeveloped lots;
9. Signs whose intensity of illumination or size, shape or location interferes with the safe operation of a vehicle or creates distraction to the operator of a wheeled vehicle on adjoining public streets;
10. Signs mounted in such a manner as to obstruct the free flow of vehicular or pedestrian traffic;
11. Signs that are confusingly similar to authorized, official traffic and pedestrian control signs, even though they are in fact not traffic control signs;
12. Signs using animation, flashing, blinking, or intermittent light exceeding any of these operational parameters:
 - a. Illumination equivalent to incandescent light bulbs of sixty watts maximum per bulb;
 - b. Flashes or blinks more than 15 times per minute;
 - c. Chaser lights;
 - d. High intensity neon lights, tubes and flashing lights are prohibited on animated and flashing signs;
 - e. Rotating beacon lighting elements.
13. Advertising or attention-getting devices that are inflatable, float in air or water, or are activated by wind or forced air;
14. Temporary signs displaying off-site commercial messages or used for general advertising for hire, unless required by state law;
15. Signs placed in the public right-of-way, unless explicitly allowed by Chapter 13.28.
16. Signs mounted on motor vehicles parked in the public right of way.

18.47.080 Permanent Signs. Unless specifically exempted herein, all permanent signs require a sign permit. The following three types of signs are categorically exempt from this sign permit requirement: 1) signs installed and displayed pursuant to court order, statutory

requirement or authorization; 2) signs on residential properties; 3) signs posted by any governmental entity in the execution of its official duties.

A. Signs less than six square feet. The display on any non-residential parcel of any single sign or banner that is less than six square feet in area is allowed and is exempt from obtaining a sign permit.

B. Directional Signs. Directional signs that do not exceed a total of three square feet in size per sign, and total area combined does not exceed nine square feet per parcel, are allowed, and are exempt from obtaining a sign permit.

C. Freestanding Signs. A maximum of two freestanding or monument signs, not to exceed a total of one hundred square feet, are allowed, subject to a sign permit, for single-family subdivisions, multi-family developments, and mobile home parks.

D. Flags. On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, a total of 40 square feet of flag area may be displayed at any and all times. The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots. Flag poles intended for permanent use are subject to appropriate building permits.

E. Permanent Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Except in shopping centers (where special rules, stated in the next subsection, apply) and public assembly uses (to which special rules, stated below, apply), permanent signs may be installed on or along the face of a building in commercial zones and commercial uses in a mixed-use zone, and industrial or institutional zones, subject to the following:

1. Signs exceeding twenty five square feet in display area:
 - a. Maximum number: one sign per establishment premise per frontage along a street, freeway, or parking lot;
 - b. Sign area on the primary frontage shall not exceed 30 percent of the area of the building face or four square feet of sign for each linear foot of building face along that frontage, whichever is greater;
 - c. Sign area on a secondary frontage shall not exceed 15 percent of the area of the building face or two square feet per linear foot of secondary frontage, whichever is greater;
 - d. The sign face shall not be located, such as by a cabinet, deep lettering, or architectural feature, more than 18 inches from a building face.

2. Permanent signs with 25 square feet or less of display area in Commercial, Industrial, Institutional, Mixed-Use and Multi-Family Zones:

- a. Location: only in windows or along the face of a building;
- b. Maximum total cumulative area: not exceeding ten percent of the wall or elevation on which the sign is placed;

F. Permanent Signs in Shopping Centers. Permanent signs for establishments within a shopping center shall be limited to one per establishment premises per frontage on a common walkway, parking lot, driveway, alleyway, street, or freeway. The size and placement of these signs shall conform with the standards specified for Permanent Signs in Commercial, Industrial, Mixed-Use and Institutional Zones (Subsection 18.47.080(E)) as well as standards that may be applied through any required City Council or Planning Commission approval, including but not limited to a conditional use permit, planned development permit, specific plan, or variance.

G. Public Assembly Uses. On property used for public assembly, with periodically changing programs, the following signs may be installed and displayed, subject to a sign permit:

1. Wall sign: one wall mounted sign not to exceed twenty square feet in area per street frontage or parking lot frontage; and
2. One freestanding changeable copy directory sign not to exceed six feet in height and twelve square feet in area per street frontage or parking lot frontage shall be allowed;
3. Provided, however, that the signs shall be architecturally related to the structure to which they are appurtenant;
4. Number Limit: No more than two wall-mounted signs plus no more than two freestanding signs.

H. Pole or Monument Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Pole-mounted or freestanding signs are allowed subject to a sign permit in the commercial and industrial zones and non-residential uses in a mixed-use zone, subject to:

1. Number Limit: Pole signs or monument signs shall be limited to one sign per frontage on street, freeway, or parking lot, and may include a cluster sign identifying individual businesses on the parcel(s);
2. Display Area Limit:
 - a. The total area of any sign installed along the primary frontage shall not exceed four square feet per lineal foot of property on the primary frontage;
 - b. The total area of any sign installed along each secondary frontage shall not exceed two square feet per lineal foot of property on the secondary frontage;
3. Location: Sign structures shall not be placed within the required setback area applicable to that zone, except that projecting signs may protrude into or overhang a maximum distance of one-half of the setback.
4. Height Limit: Pole signs may be 1½ feet high for each 1-foot away from the centerline of the street on which the sign is located, but in no case exceeding:
 - a. MXC 1 & MXD 1 zones - 50 feet;
 - b. MXC 2 & MXD 2 zones - 50 feet. Signs exceeding 50 feet may be allowed if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;
 - c. CA & CS zones - 50 feet. Signs exceeding 50 feet may be allowed, up to a maximum of 75 feet, if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;
 - d. Industrial zones - 70 feet.
 - e. Institutional zones – 50 feet.

I. Rotating Signs in Commercial and Industrial Zones. Signs that rotate are restricted to no more than eight revolutions per minute. Rotating signs are allowable only in commercial and industrial zones.

J. Projecting Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Projecting signs may be installed and displayed, subject to a sign permit, in all commercial, industrial, mixed-use, and institutional zones, subject to:

1. Projecting signs shall not project over any public right-of-way, including streets or alleys, except as provided in Subsection D, below;
2. The maximum height of any projecting sign shall be 12 feet, and may project above any eave or parapet of less than 12 feet in height, but may not project inward over any such eave or parapet.

3. Maximum display area for all sides: 32 square feet.
 4. Projecting signs may project over street parkways and required setback areas a maximum of one-half of the street parkway or setback width. For the purpose of this section, "street parkway" is defined as that part of the public street right-of-way lying between the front property line and the edge of the roadway.
 5. Number limit: No more than one projecting sign shall be placed on each street frontage per business premises.
 6. Qualification: A projecting sign shall be permitted only in lieu of a freestanding or marquee sign, and may not be utilized in addition to a freestanding or marquee sign.
 7. Design: Projecting signs shall be supported so as to appear to be an architectural and integral part of the building. The sign shall be free of any extra bracing, angle iron, guy wires, or cables.
- K. Digital Display Signs. Signs using digital display are allowed in the following zones: industrial, commercial, and mixed-use districts, subject to a sign permit, and subject to:
1. Maximum height: the same rule that would apply to the same sign if it were not using digital display;
 2. Minimum requirement: digital display must be part of a master sign program;
 3. Maximum display area:
 - a. For properties that front on arterial roadways, the digital display portion of the sign structure shall not exceed 25% of the allowable display area;
 - b. For properties that front on highways, the digital display portion of a sign shall not exceed 50% of the allowable display area;
 - c. Maximum Number: No more than one sign using digital display may be permitted on a site. The electronic message display may be single-faced or double-faced.
 - d. Signs using digital display may not project moving images or images that appear to move; each still image must be on display a minimum of 8 seconds; transitions between still images shall not exceed one second.
 - e. Light Intensity: each sign using digital display shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3 foot-candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America (OAAA). The city may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.
 - f. Operational Hours: the digital display portion of any sign shall not be operated between the hours of 10:00 p.m. and 7:00 a.m.
 - g. Signs using digital display shall be shielded or the light intensity reduced as necessary to prevent annoying glare impacting surrounding properties.
 - h. All new signs using digital display, which are not attached to a building, shall be mounted on one support column only.
 - i. Signs using digital display may be located on the wall of a building, provided the sign does not obscure any of the building's windows, architectural features, or other architectural details.

j. No sign using digital display may be placed within one mile of another sign using digital display on the same side of a highway. No sign using digital display may be placed within 1000' of another digital display on any street.

k. Signs using digital display are limited to noncommercial messages and onsite commercial messages; such signs may not be used as billboards or for purposes of general advertising for hire.

18.47.090 Temporary Signs. All temporary signs must have attached to them contact information for the persons and/or entities placing the signs on public display. Such information must include, at a minimum, the name of the person(s) and/or entities, and currently valid contact information such as phone number, mailing address, or email address. The purpose of this requirement is to give the City a way to contact persons who exceeded the time limit or other rules regarding display of certain signs, and give them an opportunity to cure the violation. The contact information must be in an easily readable, common typeface, such as Times New Roman, Garamond, Helvetica, Arial, or similar. Type size must be at least ten point.

A. Construction Site Signs. Temporary signs may be installed and displayed on construction sites without permit, subject to:

1. The maximum total area for signs at single-family residential construction projects shall be 20 square feet per street frontage;
2. The maximum area of signage at other construction projects shall be 50 square feet per street frontage;
3. For any request for square-footage exceeding the limits set forth in Subsections A.1. and A.2., a temporary use permit is required, the granting or denial of which shall be based solely on objective criteria such as time, location, and size;
4. All signs must be removed prior to and as a condition of the final inspection and approval of the project.

B. Temporary Signs Regarding Real Property Offered For Sale or Lease. Temporary signs may be installed and displayed on real property that is currently offered for sale or lease, or otherwise pursuant to Civil Code 713, without a sign permit, subject to:

1. A maximum of two temporary signs may be installed on developed or undeveloped property, with the following requirements and specifications for the sign:
 - a. The maximum area of signage allowed by this section per parcel per street frontage in commercial, industrial, mixed-use, multi-family, or institutional zones shall be 50 square feet;
 - b. These signs shall not be specially illuminated;
 - c. Such signs shall be removed within ten days following the lease or sale of the premises on which the sign is displayed.

C. Temporary Signs for Special Events. Temporary signs may be installed and displayed when related to and for the duration of thirty (30) days prior and five (5) days after a special event, subject to:

1. Special Event Signs in Commercial, Industrial, Multi-family, Mixed-use and Institutional zones
 - a. Temporary signs which do not cumulatively exceed 32 square feet in display area per street frontage, are allowed subject to a special event permit;

b. Temporary signs, except flags and banners, shall not be fastened directly to the exterior wall or face of any building. Temporary signs may be displayed in windows or on display boards, provided the combined total area of all signs does not exceed ten percent of the area of the building face upon which the signs are mounted. (See Section 18.47.120 for restrictions on flags and banners.)

D. Temporary Signs in Residential Zones. Refer to Section 18.47.060 for signs in residential zones.

18.47.100 Vehicle Signs. Buses and taxis that legally traverse the public streets may display advertising; however, mobile billboards are prohibited on public streets and parking spaces.

18.47.110 Murals. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to signage area requirements.

18.47.120 Flags, Banners, and Pennants. Permit required: All banners require the approval of the planning division. In order to obtain approval, see application and drawings required at the city planning division.

A. Auto Sales Lots. These provisions apply to all motor vehicle sales. Flags, banners, and pennants may be displayed on automobile sales lots without time limitation or site plan review, provided that:

1. The displays are properly maintained;
2. Displays are limited to the perimeter of the lot;
3. Displays do not exceed a height of twenty-five feet above the ground;
4. Displays may not be used in place of a permanent sign.

B. Other Commercial and Industrial Uses. Flags, banners, and pennants may be displayed on other commercial and industrial uses for a cumulative period of sixty days within each calendar year. The time limit commences when a banner permit is issued by the planning director. The sixty-day period may be divided into two occasions per calendar year, provided the total display time does not exceed sixty days per calendar year. A banner permit fee and an administrative fee in an amount representing the anticipated city enforcement costs in causing the applicant to remove flags or banners shall be paid to the city treasurer at the time of application for site plan review. The administrative fee shall be refunded upon the verified removal of the flag or banner by the specified deadline.

C. The following shall apply to all displays of commercial flags, banners, and pennants, except for displays on auto sales lots:

1. Must be removed by the owner or occupant within fifteen days after a determination by the city manager or that the display is improperly maintained or the flag, banner or pennant is tattered or worn;
2. Shall not be larger than forty square feet (cumulative of all visible copy/image areas);
3. Shall not be displayed in lieu of a permanent sign;
4. Shall not be placed on a roof, placed in required yard areas, or landscaped areas;
5. Must be compatible with the primary building's appearance;

6. Violation of the time limits shall render the site ineligible for issuance of a permit for display of a flag, banner or pennant for a period of one year from the date that the violation is abated;

7. The restrictions of this section shall also apply to signs and banners located within the first eight feet of the interior of commercial or industrial premises when such sign or banner is visible to the exterior.

18.47.130 Master Sign Programs.

Purpose and Applicability. The purpose of the master sign program provisions is to provide a coordinated approach to signage for National City's business districts, which include but not limited to the Harbor District, Downtown, Mile of Cars, and Plaza Bonita. Whenever a development project will have 6 or more separately leased spaces, then a master sign program is required.

A. Approval. A master sign program shall require the approval of the planning commission and the city council, after considering the proposed design standards.

B. Design Standards. Master sign programs shall feature a unified and coordinated approach to the materials, color, size, type, placement, and general design of signs proposed for a project or property.

C. Effect of Master Sign Program. All subsequent signs proposed for a development or property subject to an approved master sign program shall comply with the standards and specifications included in the master sign program.

18.47.140 Nonconforming Signs; Abandoned Uses. Signs that were legal when first installed, and which have not been modified or expanded in a manner that was illegal at the time of modification or expansion, may continue in use, so long as there is no modification or expansion which violates the regulations of this Chapter. If the size or configuration of a parcel or building is changed by the subdivision or splitting of the property or alterations to the building or parcel, property identification signs and outdoor advertising signs on the resulting properties shall be required to conform to the sign regulations applicable to the newly created parcel or parcels, at the time such change becomes effective.

Nonconforming signs shall be removed or made conforming when the business or property changes occupancy or ownership.

A. Change of Land Use / Nonconforming Signs. When there is a change in the use of land upon which are located signs that do not conform to this Chapter, then all signs on the parcel, lot, or leasable space must be brought into conformance with this Chapter and all other applicable laws, rules, regulations and policies.

B. Abandoned Site or Building. When the use of any parcel or building is vacated, terminated, or abandoned for any reason for a period of more than ninety consecutive days, the owner or person in possession of the property shall be responsible for the physical removal of all signs on the property, building or wall(s), and for painting over the surface so as to obliterate any painted or printed signs on the building so that the copy is not visible, within thirty days following notice from the city. Removal, painting out, or obliteration shall be performed in a manner that does not create a blighting influence. Any sign that relates or pertains to an establishment that is not actually operating on the same site for a period of ninety (90) or more consecutive calendar days shall be considered abandoned. Legal nonconforming use rights are extinguished when a sign qualifies as abandoned.

18.47.150 Safety, Maintenance, and Refacing.

A. Safety Codes – Compliance Required. All signs must comply with the applicable Uniform Building, Mechanical, Electrical Codes, and other safety codes adopted by the City. Safety Code Permits for installation shall be obtained, when required, prior to any installation, from the director of building and safety.

B. Maintenance. All signs and their supporting structures and components shall be maintained in a state of safe condition and good repair. Signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within thirty days from the date of notification from the City. All permanent signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within fifteen days from the date of notification from the city.

C. Refacing. Changing the copy or refacing of a sign shall require a sign reface permit. No consideration of message content shall occur. The purpose is to maintain an inventory of signs.

18.47.160 Enforcement and Removal.

A. Public Nuisance. All violations of this Chapter are declared to constitute public nuisances which may be abated by any method provided by law.

B. Enforcement. Each day of violation or non-compliance with these regulations shall be deemed as a separate offense and subject to all remedies available at law. Legal procedures and penalties shall be in accordance with the enforcement procedures established by the municipal code or state law.

C. Illegal Signs. Illegal signs may be abated by the City in accordance with its Municipal Code, state law, including but not limited to Business and Professions Code 5499.1 et. seq., or state law on abatement of public nuisances, or as otherwise provided by law.

D. Summary Abatement – Safety Hazards. If any sign is an immediate threat to the public health and safety by virtue of the physical condition of the sign structure, said sign may be immediately and summarily removed with the cost of such removal charged to the property owner in accordance with this Chapter.

E. Notice of Violation. Whenever any sign or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal sign and/or is erected or maintained in violation of this Chapter, the Director shall give written notice to all Responsible Parties to remove the sign or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal or replacement by a specific date. The notice shall advise the permittee, owner, or person in charge of the sign of the hearing rights established by this Chapter. The date for removal specified in the written notice shall not be less than ten (10) days from the date of the mailing of the notice. The responsible party receiving notice may request a hearing as detailed in 18.47.050.

F. Removal of Uncured Violations. Whenever the Responsible Parties fail to comply with an order of the Director made pursuant to this Section, and the time for cure has elapsed without the cure being effected, the Director may remove the sign, or order it removed, either by the City's own force or by a private party under contract. The expense of the removal may be charged, jointly and severally, to any and all responsible parties. Such amount shall

constitute a debt owed to the City. No permit shall thereafter be issued to any permittee, owner, or person in charge of a sign who fails to pay such costs. Any costs, including attorney's fees, incurred by the City in collection of the costs shall be added to the amount of the debt.

G. Cumulative Remedies. The provisions of this Section are alternative and additional remedies for the enforcement of this Chapter. Nothing in this Section shall preclude the City from enforcing the provisions of this Chapter by any other criminal, civil, or administrative proceeding.

18.47.170 Severability. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

PASSED and ADOPTED this _____ day of _____, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \$1,894,498.10 for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2) authorizing a 15% contingency in

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \$1,894,498.10 for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01; 2) authorizing a 15% contingency in the amount of \$284,174.72 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the appropriation of \$534,978.79 in Transportation Development Impact Fee fund balance to corresponding expenditure account for Plaza Boulevard Widening.

PREPARED BY: Kenneth Fernandez, P.E.

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

103-409-500-598-6569 (Plaza Blvd Widening): \$1,004,014.79

307-409-500-598-6569 (Plaza Blvd Widening): \$90,483.31

325-409-500-598-6569 (Plaza Blvd Widening): \$800,000.00 (\$265,021.21 - previously approved appropriations; \$534,978.79 - new appropriations request)

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \$1,894,498.10 for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The project is the first phase of enhancements to Plaza Boulevard. This project will widen Plaza Boulevard between "N" Avenue to I-805 to construct a 6-lane regional arterial. The general scope of work is to add travel lanes to expand roadway capacity and improve traffic flow, traffic signal modifications for safety and operations, pedestrian/ADA enhancements, street lighting, and new concrete medians.

On December 17, 2015, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On December 18, 2015 and December 28, 2015, the bid solicitation was advertised in local newspapers.

On January 19, 2016, nine (9) bids were received electronically on PlanetBids by the 3:00 p.m. deadline. Bid results were available immediately after the 3:00 p.m. deadline. Dick Miller, Inc. was the apparent lowest bidder with a total bid amount of \$1,894,498.10 as the basis of bid award.

Upon review of all documents submitted and reference checks, Dick Miller, Inc.'s bid was found to be responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.

Staff recommends awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \$1,894,498.10 for the Plaza Boulevard Widening "N" Avenue to I-805, CIP No. 16-01, and authorizing a 15% contingency in the amount of \$284,174.72 for unforeseen changes that may arise.

Staff also recommends authorizing the appropriation of \$534,978.79 in Transportation Development Impact Fee (TDIF) fund balance to corresponding expenditure account for Plaza Boulevard Widening. Remaining contract balance will be funded through prior TDIF appropriations, Capital Outlay and *TransNet* (Prop A) funds for Plaza Boulevard Widening.



BID OPENING RESULTS

NAME: PLAZA BOULEVARD WIDENING "N" AVENUE TO I-805
CIP NO: 16-01
DATE: Tuesday, January 19, 2016
TIME: 3:00 P.M.
ESTIMATE: \$2,000,000
PROJECT ENGINEER: Kenneth Fernandez, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA Add. #1, 2,	BID SECURITY -CHECK - BOND
1.	Dick Miller Inc. 930 Boardwalk Suite H San Marcos, CA 92078	\$1,894,498.10	Yes	Bond
2.	Portillo Concrete Inc. 3527 Citrus St Lemon Grove, CA 91945	\$1,948,000.00	Yes	Bond
3.	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd #J San Diego, CA 92111	\$1,983,339.34	Yes	Bond
4.	West Coast General Corporation 13700 Stowe Dr. Ste. 100 Poway, CA 92064	\$2,166,058.66	Yes	Bond
5.	M.A. Stevens Construction, Inc. 125 E 17th Street National City, CA 91950	\$2,219,373.41	Yes	Bond
6.	Hazard Construction Company 6465 Marindustry Drive San Diego, CA 92121	\$2,243,819.75	Yes	Bond
7.	Wier Construction Corporation 2255 Barham Drive Escondido, CA 92029	\$2,289,102.90	Yes	Bond
8.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$2,617,833.30	Yes	Bond
9.	Future DB International, Inc. 8707 Research Dr. Irvine, CA 92618	\$2,940,756.30	Yes	Bond

Bid Results for Plaza Boulevard Widening Project, "N" Avenue to I-805, CIP No. 16-01

			Dick Miller Inc.			Portillo Concrete, Inc.			Palm Engineering Construction Company, Inc.		
Item No.	Description	Unit	Qty	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
General-Base Bid											
1	MOBILIZATION	LS	1	\$142,000.00	\$142,000.00	\$50,000.00	\$50,000.00	\$135,000.00	\$135,000.00		
2	TRAFFIC & PEDESTRIAN CONTROL	LS	1	\$62,000.00	\$62,000.00	\$40,000.00	\$40,000.00	\$80,000.00	\$80,000.00		
3	WATER POLLUTION CONTROL SITE MANAGEMENT (SWPPP)	LS	1	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00		
4	CONSTRUCTION SURVEYING	LS	1	\$16,000.00	\$16,000.00	\$20,443.25	\$20,443.25	\$20,000.00	\$20,000.00		
5	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	LS	1	\$1,600.00	\$1,600.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
6	CLEARING & GRUBBING	LS	1	\$182,330.65	\$182,330.65	\$160,000.00	\$160,000.00	\$50,000.00	\$50,000.00		
7	RELOCATE EXISTING PRIVATE PROPERTY LIGHT	EA	3	\$1,250.00	\$3,750.00	\$1,400.00	\$4,200.00	\$3,700.00	\$11,100.00		
8	RELOCATE TRASH RECEPTACLE	EA	4	\$120.00	\$480.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00		
9	RELOCATE BUS STOP BENCH	EA	1	\$460.00	\$460.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00		
10	RELOCATE CHAIN LINK FENCE	LS	1	\$26,000.00	\$26,000.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00		
11	ABANDON EXISTING INLET	EA	1	\$1,700.00	\$1,700.00	\$2,150.00	\$2,150.00	\$1,500.00	\$1,500.00		
12	ADJUST EXISTING SEWER MANHOLE TO GRADE	EA	1	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00		
13	REMOVAL, DISPOSAL AND REPLACEMENT OF UNSUITABLE MATERIAL	TON	500	\$49.00	\$24,500.00	\$50.00	\$25,000.00	\$30.00	\$15,000.00		
14	UNCLASSIFIED EXCAVATION, GRADING & IMPORT/EXPORT	LS	1	\$43,000.00	\$43,000.00	\$25,000.00	\$25,000.00	\$210,000.00	\$210,000.00		
				Subtotal	\$539,470.65		\$387,293.25		\$576,400.00		
Roadway-Base Bid											
15	COLD MILLING ASPHALT PAVEMENT - 2" DEPTH	SF	93903	\$0.25	\$23,475.75	\$0.25	\$23,475.75	\$0.28	\$26,292.84		
16	COLD MILLING OF EXISTING PAVEMENT - 5' EDGE GRIND	LF	580	\$3.40	\$1,972.00	\$1.25	\$725.00	\$4.00	\$2,320.00		
17	HOT MIX ASPHALT	TON	2902	\$82.00	\$237,964.00	\$90.00	\$261,180.00	\$80.00	\$232,160.00		
18	CLASS 2 AGGREGATE BASE	TON	2474	\$40.00	\$98,960.00	\$20.00	\$49,480.00	\$28.00	\$69,272.00		
19	CONCRETE CURB & GUTTER - TYPE G (CITY MODIFIED SDRSD G-2)	LF	2829	\$27.00	\$76,383.00	\$28.00	\$79,212.00	\$25.00	\$70,725.00		
20	CONCRETE CURB - TYPE B-1 (SDRSD G-6)	LF	135	\$21.00	\$2,835.00	\$25.00	\$3,375.00	\$30.00	\$4,050.00		
21	CONCRETE CURB - 6" (SDRSD G-1)	LF	106	\$21.50	\$2,279.00	\$35.00	\$3,710.00	\$30.00	\$3,180.00		
22	CONCRETE CURB - TYPE B-3 (SDRSD G-6)	LF	302	\$22.00	\$6,644.00	\$35.00	\$10,570.00	\$30.00	\$9,060.00		
23	CONCRETE SIDEWALK (SDRSD G-7)	SF	12123	\$3.60	\$43,642.80	\$7.00	\$84,861.00	\$6.50	\$78,799.50		
24	CONCRETE STEPS (SDRSD M-26)	LS	1	\$3,750.00	\$3,750.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00		
25	CONCRETE GUTTER (SDRSD G-1)	SF	126	\$10.50	\$1,323.00	\$25.00	\$3,150.00	\$11.00	\$1,386.00		
26	PEDESTRIAN PROTECTIVE RAILING (SDRSD M-24)	LF	67	\$153.00	\$10,251.00	\$225.00	\$15,075.00	\$200.00	\$13,400.00		
27	CONCRETE CROSS GUTTER (SDRSD G-12)	SF	1753	\$9.50	\$16,653.50	\$15.00	\$26,295.00	\$10.00	\$17,530.00		
28	TYPE A PEDESTRIAN CURB RAMP (SDRSD G-27)	EA	3	\$1,380.00	\$4,140.00	\$3,000.00	\$9,000.00	\$2,800.00	\$8,400.00		
29	TYPE C PEDESTRIAN CURB RAMP (SDRSD G-23)	EA	9	\$1,560.00	\$14,040.00	\$2,500.00	\$22,500.00	\$2,700.00	\$24,300.00		
30	TYPE CM PEDESTRIAN CURB RAMP	EA	1	\$1,475.00	\$1,475.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00		
31	CONCRETE DRIVEWAY (SDRSD G-14D)	SF	4512	\$9.80	\$44,217.60	\$8.00	\$36,096.00	\$7.00	\$31,584.00		
32	CONCRETE BUS PAD	SF	1791	\$10.60	\$18,984.60	\$15.00	\$26,865.00	\$12.00	\$21,492.00		
33	STAMPED MEDIAN CONCRETE	SF	514	\$14.50	\$7,453.00	\$31.00	\$15,934.00	\$12.00	\$6,168.00		
34	EXPOSED AGGREGATE MEDIAN CONCRETE	SF	3069	\$10.00	\$30,690.00	\$10.00	\$30,690.00	\$10.00	\$30,690.00		
35	PRIVATE PROPERTY ADA ACCESS RAMP (ADA GROUP)	LS	1	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00		
36	DECORATIVE FENCE IN MEDIAN	LF	480	\$128.00	\$61,440.00	\$175.00	\$84,000.00	\$160.00	\$76,800.00		
				Subtotal	\$710,173.25		\$799,193.75		\$739,109.34		
Street Lighting and Traffic Signals-Base Bid											
37	TRAFFIC SIGNAL MODIFICATION (PALM AVENUE)	LS	1	\$159,400.00	\$159,400.00	\$175,000.00	\$175,000.00	\$200,000.00	\$200,000.00		
38	TRAFFIC SIGNAL MODIFICATION (N AVENUE)	LS	1	\$80,000.00	\$80,000.00	\$90,000.00	\$90,000.00	\$120,000.00	\$120,000.00		
39	TRAFFIC LOOPS	EA	69	\$510.00	\$35,190.00	\$575.00	\$39,675.00	\$290.00	\$20,010.00		
40	PROVIDE AND INSTALL STREET LIGHT	EA	8	\$4,300.00	\$34,400.00	\$5,000.00	\$40,000.00	\$6,500.00	\$52,000.00		
41	PROVIDE AND INSTALL 2" STREET LIGHT PVC SCH 40 CONDUIT	LF	1366	\$18.20	\$24,861.20	\$19.00	\$25,954.00	\$20.00	\$27,320.00		
42	PROVIDE AND INSTALL 3" STREET LIGHT PVC SCH 40 CONDUIT	LF	30	\$31.00	\$930.00	\$35.00	\$1,050.00	\$92.00	\$2,760.00		

Bid Results for Plaza Boulevard Widening Project, "N" Avenue to I-805, CIP No. 16-01

Item No.	Description	Unit	Qty	Dick Miller, Inc.		Fortillo Concrete, Inc.		Palm Engineering Construction Company, Inc.	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
43	PROVIDE AND INSTALL STREET LIGHT CONDUCTORS & GROUND WIRE	L=	1396	\$3.90	\$4,886.00	\$4.00	\$5,584.00	\$5.00	\$6,980.00
44	PROVIDE AND INSTALL #5 STREET LIGHT PULLBOXES	EA	12	\$260.00	\$3,120.00	\$300.00	\$3,600.00	\$290.00	\$3,480.00
				Subtotal	\$342,787.20		\$380,863.00		\$432,550.00
Signing and Striping-Base Bid									
45	ROADWAY STRIPING, MARKING AND SIGNING	LS	1	\$41,000.00	\$41,000.00	\$45,000.00	\$45,000.00	\$41,000.00	\$41,000.00
				Subtotal	\$41,000.00		\$45,000.00		\$41,000.00
Storm Drain-Base Bid									
46	TYPE A CURB OUTLET(SDRSD D-25, MODIFIED)	EA	2	\$2,750.00	\$5,500.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
47	TYPE A CURB OUTLET(SDRSD D-25, MODIFIED) (WESTERN DENTAL)	EA	1	\$3,100.00	\$3,100.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
48	TYPE B-1 CURB INLET(SDRSD D-2) (L=15 FEET)	EA	1	\$7,100.00	\$7,100.00	\$7,000.00	\$7,000.00	\$8,400.00	\$8,400.00
49	TYPE B-1 CURB INLET(SDRSD D-2) (L=16 FEET)	EA	1	\$6,900.00	\$6,900.00	\$7,000.00	\$7,000.00	\$8,400.00	\$8,400.00
50	TYPE B-1 CURB INLET(SDRSD D-2) (L=21 FEET)	EA	2	\$6,900.00	\$13,800.00	\$7,500.00	\$15,000.00	\$9,200.00	\$18,400.00
51	TYPE B-2 CURB INLET(SDRSD D-2) (L=19 FEET)	EA	1	\$7,700.00	\$7,700.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
52	TYPE B-2 CURB INLET(SDRSD D-2) (L=21 FEET)	EA	1	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$11,500.00	\$11,500.00
53	TYPE C-1 CURB INLET(SDRSD D-3) (L=16 FEET)	EA	1	\$6,600.00	\$6,600.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00
54	STORM DRAIN CLEANOUT (SDRSD SC-31)	EA	2	\$2,800.00	\$5,600.00	\$750.00	\$1,500.00	\$5,500.00	\$11,000.00
55	12" CONCRETE AREA DRAIN (STEEL TRAFFIC GRATE - ADA)	EA	3	\$755.00	\$2,265.00	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00
56	SIDEWALK UNDERDRAIN PIPE (SDRSD D-27)	EA	8	\$75.00	\$600.00	\$300.00	\$2,400.00	\$80.00	\$640.00
57	4" PVC STORM DRAIN PIPE	LF	7	\$68.00	\$476.00	\$250.00	\$1,750.00	\$100.00	\$700.00
58	18" RCP T&G	LF	52	\$160.00	\$8,320.00	\$500.00	\$26,000.00	\$150.00	\$7,800.00
59	24" RCP T&G	LF	163	\$182.00	\$29,666.00	\$400.00	\$65,200.00	\$180.00	\$29,340.00
60	30" RCP T&G	LF	11	\$380.00	\$4,180.00	\$600.00	\$6,600.00	\$400.00	\$4,400.00
61	EXISTING 60" RCP CONCRETE ENCASEMENT	LS	1	\$108,000.00	\$108,000.00	\$115,000.00	\$115,000.00	\$30,000.00	\$30,000.00
62	CONCRETE LUG (SDRSD D-63)	EA	1	\$450.00	\$450.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
63	PIPE COLLAR (SDRSD D-62)	EA	5	\$190.00	\$950.00	\$150.00	\$750.00	\$1,000.00	\$5,000.00
64	STEEL PLATE FALSE CURB	EA	1	\$3,900.00	\$3,900.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
				Subtotal	\$725,107.00		\$294,650.00		\$175,080.00
Other-Base Bid									
65	UTILITY WORK WINDOW DEMOBILIZATION/REMOBILIZATION	EA	1	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
66	UTILITY WORK WINDOW WORK SUSPENSION	WEEK	12	\$830.00	\$9,960.00	\$2,000.00	\$24,000.00	\$100.00	\$1,200.00
67	ALLOWANCE FOR CALTRANS PERMIT FEES	ALLOWANC	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
68	FIELD ORDERS	ALLOWANC	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$35,960.00		\$41,000.00		\$19,200.00
Grand Total/Base Bid Total (Basis of Bid Award)					\$1,894,498.10		\$1,948,000.00		\$1,983,339.34

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF \$1,894,498.10
TO DICK MILLER, INC., FOR THE PLAZA BOULEVARD WIDENING "N" AVENUE
TO I-805 PROJECT, AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT
OF \$284,174.72 FOR ANY UNFORESEEN CHANGES; AUTHORIZING
THE MAYOR TO EXECUTE THE CONTRACT, AND AUTHORIZING
THE APPROPRIATION OF \$534,978.79 FROM THE TRANSPORTATION
DEVELOPMENT IMPACT FEE FUND BALANCE TO THE CORRESPONDING
EXPENDITURE ACCOUNT FOR PLAZA BOULEVARD WIDENING PROJECT

WHEREAS, on January 19, 2016, the Engineering Department, publicly opened, examined, and declared nine (9) sealed bids for the Plaza Boulevard Widening "N" Avenue to I-805 Project; and

WHEREAS, Dick Miller, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$1,894,498.10; and

WHEREAS, a 15% contingency amount up to \$284,174.72 for any unforeseen changes to the Project is requested; and

WHEREAS, an appropriation of \$534,978.79 from the Transportation Development Impact Fee ("TDIF") fund balance to the corresponding expenditure account for Plaza Boulevard Widening Project is appropriate, with the remainder of the contract balance funded through prior TDIF appropriations, Capital Outlay, and TransNet (Prop A) funds for this Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Plaza Boulevard Widening "N" Avenue to I-805 Project to the lowest responsive, responsible bidder, to wit:

DICK MILLER, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$1,894,498.10 with Dick Miller, Inc., for the Plaza Boulevard Widening "N" Avenue to I-805 Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$284,174.72 for unforeseen changes to the Project.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation in the amount of \$534,978.79 from the Transportation Development Impact Fee ("TDIF") fund balance to the corresponding expenditure account for Plaza Boulevard Widening Project.

--- Signature Page to Follow ---

PASSED and ADOPTED this 2nd day of February, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 4th Annual Mariachi Festival & Competition sponsored by the National City Chamber of Commerce at Pepper Park on March 13, 2016. Applicant is requesting a waiver of Fire Department fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – 4th Annual Mariachi Festival & Competition sponsored by the National City Chamber of Commerce at Pepper Park on March 13, 2016. Applicant is requesting a waiver of Fire Department fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from the National City Chamber of Commerce to conduct the Mariachi Festival and Competition on March 13, 2016 from 11 a.m. to 7 p.m. This event is being held at Pepper Park which requires a Port of San Diego large event permit. In accordance with the Unified Port of San Diego permit process, any event which could require Police or Fire services at Pepper Park must also process with the City of National City's designated departments to determine if permits are warranted and if fees apply. This process is to ensure that National City Police and Fire services are aware of large events planned at Pepper Park and that proper review for public safety is conducted. Currently, San Diego Port staff and National City staff are working together to improve the application notification and review process for such events.

The applicant is requesting that National City Fire Department inspection fees be waived.

Note: Waiver of Fire Department fees were approved by City Council in 2014 and 2015.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The City will incur \$237 for processing the TUP, plus \$600 for the National City Fire Department Inspection fees and \$2,572.80 for Police Department.
Total fees: \$3,409.80

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



Type of Event:

☐ Public Concert
☐ Parade
☐ Motion Picture

☐ Fair
☐ Demonstration
☐ Grand Opening

☒ Festival
☐ Circus
☐ Other _____

☐ Community event
☐ Block Party

Event Title: 4th Annual Mariachi Festival & Competition

Event Location: Pepper Park, 3299 Tidelands Ave., NC 91950

Event Date(s): From 3/13/16 to 3/13/16

Actual Event Hours: 11:00 AM to 7:00 PM

Total Anticipated Attendance: 1070 (70 Participants 1000+ Spectators)

Setup/assembly/construction Date: 3/12/16 Start time: 5:00 PM

Please describe the scope of your setup/assembly work (specific details): _____

We will be setting up the main stage; vendor booths; food booths; art pavillon; etc. prior to the event

Dismantle Date: 3/13/16 Completion Time: 9:00 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

N/A



Sponsoring Organization: National City Chamber of Commerce

Chief Officer of Organization (Name) Jacqueline L. Reynoso

Applicant (Name): National City Chamber of Commerce

Address: 901 National City Blvd. NC 91950

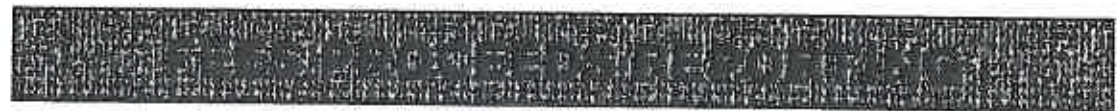
Daytime Phone: 619-477-9339 Evening Phone: 619-890-6614

Fax: 619-477-5018

E-Mail: reynoso@nationalcitychamber.org

Contact Person "on site" day of the event: Jacqueline L. Reynoso Cellular: 619-890-6614

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS.



Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☒ YES ☐ NO

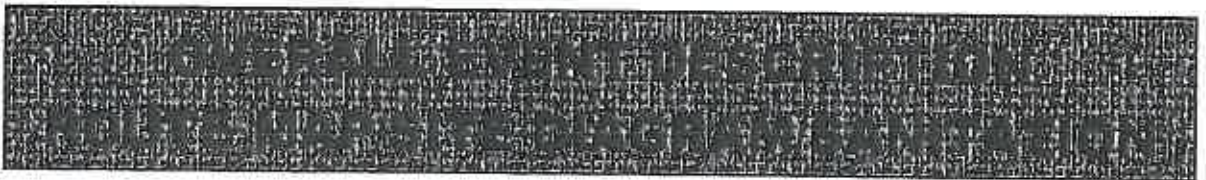
If YES, please explain the purpose and provide amount(s): _____

\$250 small business booth; \$150 non profit fees; to a maximum sponsorship of \$45,000

\$95,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 80,000 Estimated Expenses for this event.

\$ 15,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?



Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

The Mariachi Festival & Competition will provide different vendor booth, non-profit, food vendors, art pe
carnival games, etc. There will be approximately about 10-15 mariachi groups competing for first, second
place winners. Plus, we will be offering a great concert at the end of the evening.

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☒ YES ☐ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 50 Sizes 4m x 6m, 6m x 6m, 6m x 9m
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____

If you intend to cook food in the event area please specify the method:

____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: _____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☐ Tables # _____ and Chairs # _____

☐ Fencing, barriers and/or barricades

☐ Generator locations and/or source of electricity

☐ Canopies or tent locations (include tent/canopy dimensions)

☐ Booths, exhibits, displays or enclosures

☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures

☐ Vehicles and/or trailers

☐ Other related event components not covered above

☐ Trash containers and dumpsters

☒ Signage

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: _____ Trash containers with lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event:
EDCO Disposal Corporation will be providing the large trash bins to clean up for the trash to be disposed of.
We will also be contracting cleaning services in order to maintain the park clean throughout the entire event.

SAFETY/SECURITY APPLICABLES

Please describe your procedures for both Crowd Control and Internal Security:

We will be providing at least 20 security guards for the event date. The security company has yet TBD

The guards will be placed strategically throughout the park and maintain a level of security for all guests.

☒ YES ☐ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
American Medical Response will have their ambulance on site to provide services at the event site as they have
done in years past.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
At Lot J, we will be providing reserved handicap parking spaces and they will be closed to the park
entrance.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:

We will be utilizing Lot J (Pasha Lot) for those who would like to have preferred parking. We will also have

security directing traffic into the parking lot and around the surface areas (street parking).

Shuttle Services will be provided to parking lots located at Best Western Back Lot,
24th Street Trolley, ITT Tech Station, West 22nd St.

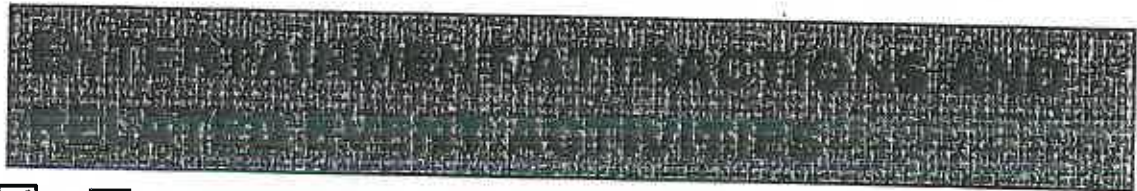
Please describe your plan for DISABLED PARKING:

There will be disabled parking at Lot J which is close to the park entrance.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

We will notify all businesses and residents by distributing post cards of the event and there will be signage of the event

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.



☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number

of Stages: 2 Number of Bands: 10- main stage

Type of Music: Mariachi Music

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:

Start time: 11:00 AM Finish Time 8:00 PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:

Start time: 9:00 AM Finish Time 11:00 AM

Please describe the sound equipment that will be used for your event:

The contractor will provide a sound check of microphones, speakers, and screens.

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

National City Blvd (heading south & heading north); SUIH Marquee; Walgreens Marquee; Mile of Cars Freeway Signs;

U-Haul; Cornerstone Church; Goodies Bar & Grill; Clarion Hotel; Plaza Bonita; see additional signage list

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of Insurance must be attached to this permit.

Organization National City Chamber of Commerce

Person in Charge of Activity Jacqueline L. Reynoso

Address 901 National City Blvd., National City 91950

Telephone 619-477-9339 Date(s) of Use 3/13/16

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date



, Executive Director

3/14/16

For Office Use Only

Certificate of Insurance Approved _____ Date 3/13/16

Mariachi Fest Potential Signage Sites

- Wal Greens Marquee (Euclid)
- Outlets at the Border
- Cornerstone Church
- Cal-Trans/City (805 overpass @ Market/E. Plaza)
- Goodies Bar & Grill
- National City Blvd (x2)
- Clarion Hotel (Facing Freeway)
- Tijuana Border Megatrons
- U-Haul (Facing Freeway)
- MTS (Bus stop signage & decals on vehicles)
- Super Shuttle (Decals on vehicles)
- National City School Marquees
- Plaza Bonita AMC Theatre (Mariachi Fest. commercial before movies)
- M.O.C.A. (x3)
- El Centro Air Show (banner displayed on Military base fencing)
- Plaza Bonita (Mariachi character cut outs for photos)





National City Chamber of Commerce
901 National City Blvd.
National City, CA, 91950
Business: (619) 477-9339
Fax: (619) 477-5018
Email: Reynoso@nationalcitychamber.org
Website: www.nationalcitychamber.org

January 11, 2016

Honorable Mayor and Council
City of National City
1243 National City Blvd.
National City, CA 91950

To Whom It May Concern:

The National City Chamber of Commerce is honored to host the 4th Annual Mariachi Festival & Competition at Pepper Park on March 13, 2016. As part of our permit application to the Port of San Diego for use of Pepper Park and port facilities, the port requires that we obtain a fire permit from the City of National City.

We respectfully request a waiver of fees for this event by the City of National City. We are working hard to deliver a first rate event for the public to enjoy. Together, we are placing National City and the Cali-Baja region on the on the map as a regional destination for arts, culture, history, and family entertainment. Your continued and additional support helps us sustain a healthy and vibrant community for our residents to enjoy.

ABOUT THE EVENT

Through our partnership with the Mariachi Scholarship Foundation, Mariachi Juvenil de San Diego, and the University of San Diego (USD), we are offering mariachi students a comprehensive two day workshop that includes instruction by the renowned University of Texas Pan American (UTPA) Mariachi Aztlán. The workshop will be held on Friday, March 11th and Saturday, March 12th of 2016 at the USD campus in San Diego, CA.

The two day workshop culminates to the National City Mariachi Festival and Competition on Sunday, March 13, 2016 at the beautiful Pepper Park in National City, California set on San Diego's Bayfront. The festival features free admission, merchant booths, mariachi and ballet folklórico performances, live entertainment, an interactive children's area, food vendors, beer, wine and tequila tasting, arts & crafts, and music demonstrations.

The Mariachi Festival in National City celebrates art, culture, music, community building, and education on both sides of the U.S.-Mexico border. The Mariachi Festival is a bi-national event drawing in spectators and consumers from Mexico and the United States.

Thank you for your consideration and support of our arts and culture programming. We appreciate your consideration of our request for a fire permit fee waiver.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacqueline L. Reynoso".

Jacqueline L. Reynoso
Executive Director
National City Chamber of Commerce

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **National City Chamber of Commerce**
EVENT: **4TH Annual Mariachi Festival & Competition**
DATE OF EVENT: **March 13, 2016**
TIME OF EVENT: **11am to 7pm**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured
- The Certificate Holder must reflect:
City of National City
Risk Management Department
1243 National City Boulevard
National City, CA. 91950
- Name, address and contact information for the broker providing this insurance policy.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FINANCE

All Vendors must have business license. Food Vendors must also have Health Permit.

POLICE

We recommend that the applicant select a licensed professional security company and that a minimum of 4 guards be required for the event for parking control and security.

If a Professional Security company is not contracted we recommend that the applicant be required to have 3 Police Officers and a Supervisor work the event on overtime from 10 am to 8 pm. 10 hours x 4 officers = 40 hours @ OT rate.

\$64.32 per hour (for a total of 40 hours) $\$64.32 \times 40 = \$2,572.80$

If the applicant does secure a Professional Security company NCPD will provide extra patrol with on-duty personnel as available.

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is six hundred dollars (\$600.00)

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the street to be maintained at all times, to both entrances and ~~Fire Department connections for fire sprinkler systems, standpipes, etc.~~
- 2) Fire Department access into and through canopy areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Fire Hydrants shall not be blocked or obstructed.

- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage if stage is being used. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 7) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.**
- 8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 9) Internal combustion power sources that may be used for "Generator" shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 10) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure.
- 11) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 13) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred **(\$200.00) dollars.**
- 14) First Aid shall be provided by organization.
- 15) Provide map of Beer Garden site area and exit plan.

- 16) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking."*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

The following page(s) contain the backup material for Agenda Item: An Amendment to Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Case File 2015-07 A) (Applicant: City initiated) (Planning/City Attorney) *Companion Item #12*

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. |

ITEM TITLE:

An amendment to Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning / City Attorney

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City Council held public hearings on proposed changes to amend Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays on May 19, 2015 and June 2, 2015. In addition, a workshop was held on September 22, 2015. Discussion focused on the size of signs exempt from permits (temporary signs), particularly during election periods, and flags/flagpoles.

The attached background report discusses the previous information and has options for potential Council action. Staff is recommending introduction of an Ordinance.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Introduce the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- | | |
|---------------------------|--|
| 1. Background Report | 4. Proposed Chapter 18.47 |
| 2. Recommended Findings | 5. Staff report from September 22, 2015 (workshop) |
| 3. Existing Chapter 18.47 | |

BACKGROUND REPORT

Purpose

The general purpose of this amendment is to amend the chapter with regard to the allowed and disallowed temporary and permanent signs on various land uses. The amendments include time, place and manner restrictions, prohibitions and allowances, and remedies and enforcement. A copy of the previous and proposed sign ordinances are attached for your review. As part of the amendment, the title of the chapter will now be "Signs on Private Property and Public Property not Owned by the City or its Affiliated Agencies". This differentiates such signs from signs on City-owned property, which are regulated by Municipal Code Chapter 13.28.090 - Permanent, private party signs on city property.

History

With the exception of minor amendments related to political signage and mobile billboards (among others) in 2009, the sign chapter of the Land Use Code had been mostly unchanged for several years prior to 2011. The most recent iteration of the Land Use Code was adopted on January 9, 2012, which included an update of the Sign Ordinance (Chapter 18.47). The new ordinance carried over much of the preceding language, but added a section related to digital advertising signage and a quick reference table. The digital advertising signage section relied on industry language and standards of the time, which are becoming outdated.

On October 4, 2011 the City Council initiated a Code Amendment that was intended to clean up the Land Use Code. Since adoption the new code in 2011 and the subsequent re-adoption in 2012, there have been various discrepancies and typographic issues that need to be remedied. Although the amendment will ultimately cover much more than just the Signs and Outdoor Advertising Displays chapter, staff is attempting to fast-track this particular section amendment so as to comply with changes in constitutional law regarding signs. The remaining items to be amended will follow at a later date.

The Planning Commission held a public hearing on this amendment at their meeting of May 4, 2015 and recommended approval of the amendment. If the Council is amenable to the change to 18.47 the associated Ordinance would need to be introduced. A second reading would follow at a subsequent meeting. If ultimately approved, the amendment would affect all private property and public property not owned by the City or its affiliated agencies.

City Council held a public hearing on proposed changes to amend Title 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays at a Public Hearing on May 19, 2015. Questions were raised about non-commercial sign size increases during election periods, at which time staff was asked to research similar language in the City of Chula Vista and City of San Diego Municipal Codes. Research of other cities' codes and policies has revealed that almost every city is different with regard to signage limitations, particularly related to non-commercial signage during the election

period. In most cases, it was determined that the limitations more restrictive than National City.

The May 19, 2015 hearing was continued to June 2, 2015, at which time the Council continued the item to a workshop in order to discuss the item at length. Discussion focused on the size of signs exempt from permits (temporary signs), particularly during election periods, and flags/flagpoles.

Analysis

The proposed size and number of signs that may be displayed on a residential property is addressed in section 18.47.060 – Signs Exempt from Sign Permit Requirement as follows:

A. Residential Signs.

4. Maximum display area of 16 square feet per parcel at all times; except during the Election Period this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way. The maximum display area is the cumulative total of all signs that are subject to the area limit.

The current Sign Ordinance allows for an unlimited amount of temporary signs six square feet or less in area. It also allowed for two additional temporary signs per corner lot, each up to 16 square feet in size.

Discussion about the size of temporary signs was varied, but generally provided two separate sign maximums: four feet by four feet (16 square feet), which was the most popular size mentioned, and “standard size” yard signs, which are typically 18 by 24 inches in size (three square feet). There was discussion about a potential cumulative maximum size of all signs, but no specific size was decided upon and an unlimited approach was favored. The following tables outline the different options:

Cumulative maximum size of all signage:

	Current Land Use Code maximum	Proposed maximum (recommended by PC)	Maximum proposed by City Council
Non-election period	No limit	16 ft ² per parcel/frontage	No limit
Election period	No limit	32 ft ² per parcel/frontage	No limit

Individual sign size maximum

	Current LUC maximum	Proposed maximum (recommended by PC)	Maximum proposed by City Council
Non-election period	6 ft ²	16 ft ²	32 ft ²
Election period	16 ft ²	32 ft ²	32 ft ²

The choices in this case (if a direction different than that recommended by the Planning Commission is desired), are to establish a maximum individual sign size and whether or not to establish a maximum cumulative size of all signs combined.

Flags

The size of flags and length of flagpoles are addressed in section 18.47.080 – Permanent Signs – subsection D, which states as follows:

On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, a total of 40 square feet of flag area may be displayed at any and all times. The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots. Flag poles intended for permanent use are subject to appropriate building permits.

The current Sign Ordinance allows for up to three flagpoles without a sign permit (poles would be subject to a building permit) and has no maximum individual or cumulative flag size. Flags are generally limited to official flags.

Council discussed the merits of limiting the size of flags and asked questions about the cumulative height of flagpoles. However, no specific sizes or dimensions were provided or discussed. The following tables outline the different options:

Flag size

	Current LUC maximum	Proposed maximum (recommended by PC)	Maximum proposed by City Council
Residential	n/a (max. 3 flags)	24 ft ²	n/a
Non-residential	n/a (max. 3 flags)	40 ft ²	n/a

Flagpole height

	Current LUC maximum	Proposed maximum (recommended by PC)	Maximum proposed by City Council
Residential	Max. height in zone	25 linear ft.	n/a
Non-residential	Max. height in zone	35 linear ft.	n/a

The choices in this case (if a direction different than that recommended by the Planning Commission is desired), are to establish a maximum flag size (individually or cumulatively) and the maximum height of flagpoles.

The options with regard to moving forward on with the proposed amendment are to either approve, disapprove, or to modify the recommendation of the Planning Commission. The Commission recommended approval of the proposed Chapter 18.47 (Attachment No. 4), which is also staff's recommendation. In the event that the Council wishes to increase the amount of signage allowed beyond what is contained in the draft ordinance, the changes would need to be taken back to the Planning Commission for report and recommendation.

Summary

Since the most recent Land Use Update in 2012, there have been changes in constitutional law regarding signs, particularly with regard to message neutrality and message substitution. The need to incorporate these changes, as well as to update outdated language, terms, titles, etc. has led to this proposed update to the Sign Ordinance (Section 18.47 of the Land Use Code). The proposed amendments meet the policies and goals of the General Plan, and will ensure that staff is able to administer the Code in an efficient and appropriate manner. Although this staff report only focuses on specific items discussed by the City Council, the previous staff report is attached for reference.

OPTIONS

1. Approve the Planning Commission recommendation and introduce an Ordinance amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays, based on the attached findings; or
2. Modify the Planning Commission recommendation and recommend changes to the proposed Ordinance amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays; or
3. Disapprove the Planning Commission recommendation.

The following page(s) contain the backup material for Agenda Item: Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO.

ITEM TITLE:

Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2017.

PREPARED BY: Ed Prendell, Budget Analyst

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY:



EXPLANATION:

The City of National City operates on a fiscal year calendar: July 1st through June 30th. On or before June 30th of each year, the operating budget for the following fiscal year is presented to the City Council for adoption. The process of developing the City's annual budget includes a series of events over a four to five month period including departmental budget reviews and appropriation requests, community meetings via Neighborhood Councils, financial review/analysis by the Finance Department, and City Council input.

The Fiscal Year 2017 annual budget schedule includes a City Council item at the regularly scheduled meeting of February 16, 2016 to gather the City Council's budgetary priorities. In addition, two workshops have been tentatively scheduled for April 26 and May 24, 2016 for the presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency.

With this item, staff seeks approval of these tentative budget workshop dates. In the alternative, if the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

FINANCIAL STATEMENT:

ACCOUNT NO.

There is no fiscal impact associated with this item.

APPROVED:



Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Accept staff's recommended budget workshop dates of April 26 and May 24, 2016.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Budget Schedule - Fiscal Year 2017



BUDGET SCHEDULE - FISCAL YEAR 2017

DATE & TIME	DESCRIPTION	DEPARTMENT
Wednesday, Dec. 16th	Budget calendar provided to department heads.	Finance
Tuesday, January 19th	Budget instructions & budget forms distributed. EDEN open for Departments to enter information.	Finance
Monday, January 25th	Budget training.	Finance/All departments
Tuesday, Feb. 2nd	Request direction from the City Council for Budget Workshops and Budget Adoption dates. (January 20, 2016 - A200 deadline)	Council/Staff
Tuesday, Feb. 9th	Departments enter appropriation proposals in EDEN by 5:00 pm	All departments
Thursday, Feb. 11th	All CIP and Fleet appropriations entered into EDEN by 5:00 pm	Engineering & Public Works
Thursday, Feb. 11th	Revenues estimates due from applicable departments by 5:00 pm	All departments
Tuesday, Feb. 16th	City Council budget priorities. (February 3, 2016 - A200 deadline)	Council/Staff
Monday, Feb. 22nd 10:00 AM - 12:00 PM 2 - 3:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	City Council City Clerk City Treasurer City Attorney
Tuesday, Feb. 23rd 9:30 AM - 12:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	City Manager Administrative Services Finance Human Resources MIS Risk Management Non-Departmental (Non-CIP)
Wednesday, Feb. 24th 9:30 AM - 12 PM 2:00 - 4:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Police Fire/Building HGAM
Monday, Feb. 29th 2:00 - 5:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Engineering & Public Works Parks Maintenance Facilities Maintenance Vehicle Maintenance CIP (All Funds)



BUDGET SCHEDULE - FISCAL YEAR 2017

DATE & TIME	DESCRIPTION	DEPARTMENT
Tuesday, Mar. 1st 2:00 - 5:00 PM	Departmental budget meetings with Finance to discuss and review appropriation proposals. The specific time and location will be sent out prior to the meeting.	Community Development Community Services Library Neighborhood Services Planning
Thursday, Mar. 7th	Departmental budget recall(s) scheduled (if necessary).	Finance
Wednesday, Mar. 16th 2:00 - 5:00 PM	Budget review (all departments).	Finance Administrative Services
Tuesday, Mar. 22nd 2:00 - 5:00 PM	Budget review (all departments).	Finance Administrative Services City Manager
Monday, Mar. 28th 10:00 AM - 12:00 PM 2:00 - 4:00 PM	Departmental budget recall(s) (if necessary).	Finance Other departments
Thursday, Apr. 7th	Send Preliminary Budget to printer and upload copy to City's website.	Finance IT
Tuesday, Apr. 26th 6 PM	Budget Workshop / Preliminary Budget Presentation (April 13, 2016 - A200 deadline)	Council/Staff
Wednesday, May 4th 6:30 PM	Neighborhood Council presentations (Kimball Neighborhood Council Meeting).	Finance
Thursday, May 12th 6:30 PM	Neighborhood Council presentations (El Toyon Neighborhood Council Meeting).	Finance
Wednesday, May 18th 6:30 PM	Neighborhood Council presentations (Las Palmas Neighborhood Council Meeting).	Finance
Tuesday, May 24th 6 PM	Budget Workshop (Tentative) (May 4, 2016 - A200 deadline)	Council/Staff
Tuesday, Jun. 7th 6 PM	Budget Hearing / Adoption of Budget. (May 25, 2016 - A200 deadline)	Council/Staff

The following page(s) contain the backup material for Agenda Item: City Council
Summer Legislative Recess. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: February 2, 2016

AGENDA ITEM NO. _____

ITEM TITLE:

City Council Summer Legislative Recess

PREPARED BY: Leslie Deese, City Manager

PHONE: 619-336-4240

DEPARTMENT: City Manager

APPROVED BY: 

EXPLANATION:

See attached Staff Report.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Request Council direction.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report

City Council Summer Legislative Recess

In 2014 and 2015, the City Council observed a summer legislative recess to provide city staff and elected officials an opportunity to catch up on work, reenergize after a lengthy budget process, and prepare for the start of a new fiscal year. The purpose of this agenda item is to determine whether the City Council wants to consider a summer recess in 2016.

Observing a legislative recess from a city's council meeting schedule is practiced by a majority of San Diego County cities that recess both in the summer and winter. Some cities, and quasi-governmental entities as SANDAG, recess over an entire month, generally in the summer. While National City does not have a formal recess scheduled for summer or winter, due to the holiday/furlough closure, we have traditionally adjusted the meeting schedule in December and January to either dispense with or move one or more of the regular Tuesday meetings. For the past two years, the City Council voted to recess the month of July, and in 2013, the Council voted to recess and dispense with the second meeting in July.

National City Municipal Code Section 2.04.202 states, in part, that "Any regular meeting may be dispensed with by vote of the City Council." If the Council desires to dispense with one of more regular meetings, you may do so by minute action which would provide all interested parties with advanced notice for planning purposes. Council may also direct staff to bring a policy formalizing a winter and/or summer recess.

Provided for reference is a listing of upcoming meetings, community events and observed holidays for the summer months. Please note that the calendar reflects only those events that we have dates for; additionally, some of the events listed are pending Council approval. In addition to the regularly scheduled community events, National City's General Election is scheduled for November 2016. As such, there are a number of associated events and deadlines as shown below.

Election Calendar

- Adopt Election Related Resolutions - June 20 (suggested last day)
- Publish Notice of Election/Candidates in five languages - July 4 to 18
- Candidate Filing of Nomination Papers - July 18 to August 12 (August 17 if an incumbent does not file)
- Last Day for Registrar of Voters to receive Election Resolutions - August 12
- Public Review Period-Candidates Ballot Designations/Statement of Qualifications - 10 calendar days after materials are filed

City Council Meeting and Special Events Calendar

June

- 05- "National City Day" at San Diego County Fair
- 07 – City Council Meeting/Budget Adoption/Salary Schedules
- 09 – Tiny Tot Graduation

- 10 – Summer Movies in the Park
- 11 – Mabuhay 2016
- 21 – City Council Meeting

July

- 1-4 – Lions Club Independence Day Carnival
- TBD – Miss National City Pageant
- 04 – Independence Day (holiday falls on Monday; City Hall will be closed on Monday, July 4, 2016 in observance of the holiday)
- 05 – City Council Meeting
- 08 – Summer Movies in the Park
- 19 – City Council Meeting

August

- 02 – City Council Meeting
- 02- National Night Out
- 06 – 25th Annual Auto Heritage Festival & Car Show
- 12- Summer Movies in the Park
- 13-14- Relay for Life 2016
- 16 – City Council Meeting
- 18 – Joint Powers Financing Authority Meeting
- 18 – City Council Meeting

September

- 05 – Labor Day (City Hall Closed)
- 06 – City Council Meeting
- 09 – Summer Movies in the Park
- 11 – 9/11 Memorial Ceremony
- 20 – City Council Meeting

Note: National City's 2006 Proposition D measure requires the City to convene a Citizens Oversight Committee every five years to ensure financial accountability. An Oversight Committee was last convened in September 2011; consistent with the ballot measure language, the City will convene an Oversight Committee in September, 2016.

** Meeting dates can be changed if necessary

The following page(s) contain the backup material for Agenda Item: Update on Capital Projects and Grant Awards (Engineering/Public Works)

Item No. ____

2/2/16

**Update on Capital Projects and Grant Awards
(Engineering/Public Works)**